

Bureau of
Nat'l Affairs

ADMINISTRATIVE FILE
Bureau of National Affairs
* *File*
X

August 21, 1964

Mr. William Belts
Managing Editor
Bureau of National Affairs, Inc.
1231 24th St., N. W.,
Washington, D. C.

Dear Mr. Belts:

In accordance with your request of June 25, 1964,
please find enclosed our current agreement with the New England
Area, United Parcel Service.

I hope this agreement will be of assistance to you.

Very truly yours,

Roy Barnes
Research

RB/vb
Encl.

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THE BUREAU OF NATIONAL AFFAIRS, INC.

1251 24th Street, Northwest, Washington, D. C. 20037 • Telephone (Area Code 202) 333-6800

June 25, 1964

Mr. Al Weiss
International Brotherhood of Teamsters
25 Louisiana Avenue N. W.
Washington, D. C.

Re: Your current collective bargaining agreement with the United Parcel Service, Incorporated in the New England area

Dear Mr. Weiss:

Some time ago you were kind enough to send us a copy of your collective bargaining agreement (identified above). According to our records, this contract may now have been renewed, modified, or replaced. Since we wish to keep our contract files on a current basis, we would greatly appreciate receiving a copy of this contract in its latest form.

It is possible that we may want to publish your agreement in one of our services; however, if you prefer that its terms remain confidential, we will respect your wishes.

Your continuing cooperation contributes greatly to the usefulness of our services and is deeply appreciated.

Very truly yours,

William Beltz

William Beltz
Managing Editor

Encl.

THE BUREAU OF NATIONAL AFFAIRS, INC.
1231 24th Street, N. W., Washington 7, D. C.

REPORT OF CURRENT WAGE NEGOTIATIONS

Company _____

Union _____

Date of wage settlement _____ Effective date _____

Number of employees affected _____

Products or services they produce _____

Average (increase) (decrease) in rates _____

Date of (a) wage reopener (a) _____ (b) contract expiration _____

Representative rates you may care to specify _____

Description of changes made in contract

(Or - if contract is enclosed, indicate which sections are changed)

Signed _____

Address _____

Contract enclosed ()

Will send later ()

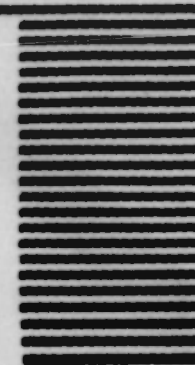
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Washington, D. C.

Postage will be paid by—

THE BUREAU OF NATIONAL AFFAIRS, INC.
1231-24th STREET, N. W.
WASHINGTON 7, D. C.

RLR



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ADMINISTRATIVE FILE
Bureau of National Affairs, Inc.
THE BUREAU OF NATIONAL AFFAIRS, INC.

1251 24th Street, Northwest, Washington, D. C. 20037 • Telephone (Area Code 202) 333-6800

June 3, 1964

Mr. Roy Barnes
Research Department
International Brotherhood of Teamsters,
Chauffeurs, Warehousemen and Helpers of America
25 Louisiana Avenue N.W.
Washington 1, D. C.

Dear Mr. Barnes:

Thank you very much for sending us a copy of
the collective bargaining agreement we recently
requested. We greatly appreciate your cooperation
in assisting us to keep up to date our library of
union contracts.

Again, thank you for your cooperation.

Very truly yours,

Mat Amberg
Mat Amberg
Staff Editor
Collective Bargaining
Negotiations and Contracts

MKA:sc



The facts you need—when you need them

ADMINISTRATIVE FILE
*Bureau of National
Affairs, Inc.*
X

May 28, 1964

Mr. Bill Belts, Managing Editor
Vertical Labor Services
Bureau of National Affairs, Inc.
1231 - 24th Street, N.W.
Washington 7, D. C.

Dear Mr. Belts:

In accordance with your request of May 21, I am enclosing copies of the Retirement Plan, Group Insurance Plan and Savings Plan of Montgomery Ward & Co., Inc.

I hope you find these materials helpful. Please let me know if I can be of any further assistance.

Very truly yours,

Abraham Weiss
Economist

AW/ls
Encls.

May 22, 1964

Mr. Donald Peters
Teamsters' Local Union #745
220 South Ashland Blvd.
Chicago, Illinois 60607

Dear Don:

Articles XVII, XVIII and XIX of your agreement with Montgomery Ward & Company deal with insurance, pension and savings plans, respectively. Would you please send me two copies of each of the plans referred to or any supplemental agreements relating to these plans.

Thanks very much.

Fraternally yours,

Abraham Weiss
Economist

AW/le

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THE BUREAU OF NATIONAL AFFAIRS, INC.

1231 24th Street, Northwest, Washington 7, D. C. • Telephone FEderal 3-6800

May 21, 1964

Mr. Al Weiss
Research Department
Teamsters
25 Louisiana Avenue N. W.
Washington, D. C.

Dear Mr. Weiss:

In the past you have very kindly sent us copies of the contract with Montgomery Ward & Company, Inc. and Teamsters' Local 743. As you may know, it is one of 400 contracts which we have selected for use in our study of basic patterns in collective bargaining agreements. In checking through the contract, we note that Articles XVII, XVIII, and XIX deal with insurance, pensions and savings plans, respectively. In order to do as detailed an analysis as we would like, we need copies of the texts and/or available descriptive booklets concerning any supplemental agreements negotiated between the parties. Would it be possible for you to send such material to us? If so, we shall be most grateful.

Thank you very much for your continued cooperation.

Very truly yours,

Bill Beltz,
Managing Editor
Vertical Labor Services

BW:ce

The facts you need—when you need them

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*Bureau of National
Affairs, Inc.*
THE BUREAU OF NATIONAL AFFAIRS, INC.

1231 24th Street, Northwest, Washington, D. C. 20037 • Telephone (Area Code 202) 333-6800

May 27, 1964

Mr. Roy Barnes
Research Department
International Brotherhood of Teamsters,
Chauffeurs, Warehousemen and Helper of America
25 Louisiana Avenue N.W.
Washington 1, D. C.

Dear Mr. Barnes:

Thank you very much for sending us a copy of the collective bargaining agreement as recently requested. We greatly appreciate your cooperation in assisting us to keep up to date our library of union contracts.

It would be most helpful if you would inform us of any changes that may be made in the agreement as a result of future negotiations.

Again, thank you for your cooperation.

Very truly yours,

Donald F. Farwell
Donald F. Farwell
Managing Editor
Collective Bargaining
Negotiations & Contracts

The facts you need—when you need them

ADMINISTRATIVE FILE

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THE BUREAU OF NATIONAL AFFAIRS, INC.

1231 24th Street, Northwest, Washington, D. C. 20037 • Telephone (Area Code 202) 333-6800

May 26, 1964

Mr. Roy Barnes
Research Department
International Brotherhood of Teamsters
25 Louisiana Avenue N.W.
Washington 1, D. C.

Dear Mr. Barnes:

Thank you very much for your reply to our request for a copy of the
IBT-Graeter New York Milk Dealers contract. We are most grateful
for your help.

If we may be of assistance to you at any time, please call on us.

Very truly yours,

Donald F. Farvell

Donald F. Farvell
Managing Editor
Collective Bargaining
Negotiations and Contracts

CLM:ac

The facts you need—when you need them

ADMINISTRATIVE FILE

*Bureau of National
Affairs*

X

May 21, 1964

Mr. Donald F. Farwell
Bureau of National Affairs, Inc.
1231 - 24th Street, N.W.
Washington 7, D. C.

Dear Mr. Farwell:

With respect to your letter of May 20 requesting information on the Greater New York Milk Dealers agreement, I regret that I cannot provide you with all of the information you require.

I would suggest that you contact the Eastern Conf. of Teamsters here in Washington or Teamsters' Local Union #602, 261 West 14th Street, New York, N. Y.

Very truly yours,

Foy Barnes
Research

FB/le

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THE BUREAU OF NATIONAL AFFAIRS, INC.

1231 24th Street, Northwest, Washington 7, D.C. • Telephone FEderal 3-0800

May 20, 1964

Mr. Roy Barnes
Research Department
International Brotherhood of Teamsters
25 Louisiana Avenue N.W.
Washington 1, D. C.

Dear Mr. Barnes:

Some time ago, you very kindly sent us a copy of your contract with the Greater New York Milk Dealers Labor Committee. As you may know, it is one of 400 contracts which we have selected for use in our study of basic patterns in collective bargaining agreements. In checking through the settlement agreement ~~and~~ the current contract, we find reference to various welfare contributions. In order to do as detailed an analysis of your contract as we would like, we need copies of texts and/or available descriptive booklets concerning any supplemental agreements negotiated between the parties. We also note several references to a "Memorandum from the Martin M. Segal Company, dated October 9, 1963." It would appear that this document is related to the benefit plans. Would it be possible for us to have copies of all, or any of this material? If so, we would be most grateful.

Thank you very much for any help you can give us.

Very truly yours,

Donald F. Ferrell

Donald F. Ferrell
Managing Editor
Collective Bargaining
Negotiations and Contracts

CLM:ac

P.S. Working with the settlement agreement and the old contract is a little awkward. If an integrated copy of the new contract is available, a copy of that would be helpful, too.

077

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Bureau of National
Affairs, Inc.

1231 24th Street, Northwest, Washington, D. C. 20037 • Telephone (Area Code 202) 333-6800

April 7, 1964

Mr. Abraham Weiss, Economist
International Brotherhood of Teamsters,
Chauffeurs, Warehousemen and Helpers of America
25 Louisiana Avenue N.W.
Washington 1, D. C.

Dear Al:

Thank you very much for sending us a copy of
the collective bargaining agreement we recently
requested. We greatly appreciate your cooperation
in assisting us to keep up to date our library of
union contracts.

It would be most helpful if you would inform
us of any changes that may be made in the agreement
as a result of future negotiations.

Again, thank you for your cooperation.

Very truly yours,

Donald F. Farwell

Donald F. Farwell
Managing Editor
Collective Bargaining
Negotiations & Contracts

The facts you need—when you need them

ADMINISTRATIVE FILE
Bureau of National
Affairs, Inc.
X

April 3, 1964

Mr. Donald F. Farwell
Managing Editor
Collective Bargaining
Negotiations & Contracts
Bureau of National Affairs, Inc.
1231 24th St., N. W.,
Washington, D. C.

Dear Mr. Farwell:

In reply to your request of March 31, I am enclosing
agreement with Sunkist Growers.

I hope the enclosed agreement will be of assistance
to you.

Very truly yours,

Abraham Weiss
Economist

AW/vb
Encl.

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THE BUREAU OF NATIONAL AFFAIRS, INC.

1231 24th Street, Northwest, Washington 7, D. C. • Telephone FEderal 3-6800

March 31, 1964

Virginia

Mr. Abraham Weiss
Research Director
International Brotherhood of Teamsters
25 Louisiana Avenue N.W.
Washington 1, D. C.

Dear Al:

In the past, you have been good enough to get copies of contracts for us when we need them. Now we need help again. We have used your contract with Sunkist Grovers as one of 400 we analyze in detail in our study of basic patterns in collective bargaining. The last contract we have expired last October. We'd like to have a copy of the one which replaced it. Also, we need any supplements there may be to the basic agreement.

If you can help us again, we'd be most grateful.

Very truly yours,

Don
Donald F. Farwell
Managing Editor
Collective Bargaining
Negotiations & Contracts

CLM:eic

Enc.

The facts you need—when you need them

*ward
4/1/64*

Teamsters Union Local 871



404 N. GIBBS ST.

APPLICATED WITH
INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS
POMONA, CALIFORNIA

CARL A. BLOMQUIST
SECRETARY-TREASURER



TELEPHONES:
NATIONAL 2-0410
EDgewood 1-8809

April 1, 1964

Mr. Al Weiss
International Brotherhood of Teamsters
25 Louisiana Ave., N. W.
Washington 1, D. C.

Dear Sir & Brother:

Enclosed please find three (3) copies of contracts for Orange Products Division-Sunkist Growers Plant, Orange Products Division-Sunkist Growers Truck Drivers and Lemon Products Division-Sunkist Growers.

The Agreement for Orange Products Division-Sunkist Growers Plant has just been signed on March 11, 1964 and is in effect from November, 1963 until the last day of October, 1964.

We are still in negotiations with Orange Products Division-Sunkist Growers for the Truck Drivers (old Agreement enclosed) and Lemon Products Division-Sunkist Growers Plant (Agreement enclosed).

These Agreements were mailed to you at an earlier date.

Fraternally,

Carl A. Blomquist
Carl A. Blomquist
Secretary-Treasurer

CAB:de

*Sunkist Growers Inc.
(Orange Products
also)
Lemon Products
Lug 10/1/64*

APR 2 8 54 AM '64
POMONA
CALIF.

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nation's capital



THE BUREAU OF NATIONAL AFFAIRS, INC.

1291 24th Street, Northwest, Washington 7, D. C. • Telephone FEderal 3-0800

ADMINISTRATIVE FILE

*Bureau of National
Affairs, Inc.*
X

Dear Sir:

You are cordially invited to become a charter subscriber to BNA's new weekly information service, GOVERNMENT EMPLOYEE RELATIONS REPORT.

This report is a product of our times. With the signing of Executive Order 10988, President Kennedy has put government officials and union leaders on notice that an entirely new dimension has been added to the government's personnel administration. Many are the problems which will have to be solved, in carrying out the provisions of E. O. 10988.

Consequently, the urgent need has arisen for a timely and authoritative notification and reference service reporting and analyzing developments in this complex area of government-labor relations.

You'll find accompanying this letter a complimentary copy of the "preview" issue of GOVERNMENT EMPLOYEE RELATIONS REPORT. Also enclosed is a memorandum describing the coverage and the focus of this new service. Particulars of the introductory subscription rate are stated on the order form. The first issue of GOVERNMENT EMPLOYEE RELATIONS REPORT will be mailed to charter subscribers September 16.

When you have examined these materials, I hope you'll agree with me that this new report can be a valuable adjunct to the sources to which you'll look for the information you'll need on this new and important subject.

Sincerely,

Dean Dinwoodey
Dean Dinwoodey
President

DD:ivp
Enclosures

The facts you need—when you need them



BNA**GOVERNMENT EMPLOYEE RELATIONS REPORT**

Employees ★ Management ★ Unions / Associations

RECOGNITION ★ BARGAINING UNITS ★ NEGOTIATIONS ★ GRIEVANCES ★ ARBITRATION ★ LEGISLATION

Number 00 **SUMMARY** August 19, 1963

Arbiter Splits Shipyard Into Four Bargaining Units: Relying heavily on National Labor Relations Board policies governing private industry, Philip Taft holds that Navy should reverse position and permit four separate bargaining units requested by AFL-CIO affiliates among some 8,500 civilian employees of Boston Naval Shipyard. Taft says that while NLRB decisions cannot serve as precedents, they "must be given great weight." Arbitrator also has comment on jurisdictional differences between Metal Trades and American Federation of Government Employees. Independent National Association of Government Employees, which supported Navy's position, would be given place on ballot in each unit under Taft's recommendation (A-1); Text (ARB-1).

AFGE Ties In With Industrial Union Department: American Federation of Government Employees, at odds with craft unions over right to represent blue collar employees, joins AFL-CIO Industrial Union Department. IUD President Walter Reuther pledges Department's full support and technical assistance in organizing, bargaining, and legislative work (A-1).

Postal Employees Protest Work Measurement: Clerks back up Congressional testimony with giant Washington rally in campaign for legislation prohibiting measurement of individual employee productivity in Post Office Department. Measurement system called morale-busting, speed-up device without value in promoting postal efficiency. Key legislators pledge support (A-5).

Arbiter Hears First Air Force Unit Dispute: Francis J. Robertson looks into requests by Machinists and Firemen & Oilers to carve up bargaining unit at Andrews Air Force Base, Washington, D.C. American Federation of Government Employees, recently accorded formal recognition in base-wide unit, argues along with Air Force that only all-inclusive grouping is appropriate (A-7).

VA Rejects Nurses' Bid At Brooklyn Hospital: Veterans Administration holds that all professional employees, not just nurses, make up appropriate bargaining unit. Agency also questions American Nurses Association status as "employee organization" under Executive Order (A-14).

Hearings Set On Supplemental Pay Raise Bills: House Post Office and Civil Service Committee began hearings August 13 on legislation to boost government salaries next January. Administration bill would raise classified workers from two to 25 percent, accenting upper-grade increases, and give postal employees 3.2 percent. Alternate legislation would favor lower-paid workers, raise postal pay 9.2 percent (A-8).

Published by THE BUREAU OF NATIONAL AFFAIRS, INC., Washington, D.C.

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NEWS**AFGE JOINS INDUSTRIAL UNION DEPARTMENT**

President Walter P. Reuther announces affiliation with AFL-CIO's Industrial Union Department of the American Federation of Government Employees, bringing the number of affiliates to 59, representing a membership of 6,000,000.

AFGE is the first union of federal employees to join IUD. Two other unions representing public employees already are affiliates, the American Federation of State, County and Municipal Employees and the American Federation of Teachers.

Extending an "enthusiastic welcome" to AFGE, Reuther said:

"We are most gratified by the affiliation of the AFGE to the Department and the opportunities that it opens up to both parties. We pledge our fullest support to AFGE and its members in the effort to win improved status for federal employees.

"Thanks to President Kennedy's executive order regarding recognition and bargaining rights, an exceptional opportunity to build a great union now exists in AFGE's jurisdiction. We intend to do everything possible to help AFGE take advantage of its opportunity. We are of the firm belief that a strong AFGE has much to contribute to the welfare of the labor movement and the nation, as well as to its members.

"The IUD pledges material assistance to AFGE in its organizing program. It offers full support and technical assistance in bargaining and in legislative work."

- 0 -

**ARBITER RECOMMENDS FOUR SEPARATE BARGAINING UNITS
AT BOSTON NAVAL SHIPYARD**

Arbitrator Philip Taft holds that the division of some 8,500 employees of the Boston Naval Shipyard into several bargaining units is in harmony with practice in private industry, that the shipyard command will not be unduly burdened if it must negotiate with several different unions, and that "whatever additional effort is necessary to deal with four instead of one unit will be more than compensated by more effective labor relations."

Taft therefore recommends that the Navy reverse its decision that the only appropriate bargaining unit must include all graded and ungraded employees at the yard.

Taft was appointed by the Secretary of Labor under Executive Order 10988 to hear and make recommendations on challenges by three AFL-CIO unions to the Navy Department's action. His award is deemed particularly significant since similar disputes are pending at other shipyards.

At issue are requests (1) by the Charlestown Metal Trades Council for recognition as representative of all blue collar employees and first line supervisors, excluding classified employees, fire fighters, and pattern makers; (2) by the American



GOVERNMENT EMPLOYEE RELATIONS

RECOGNITION * BARGAINING UNITS * NEGOTIATIONS * GRIEVANCES * ARBITRATION * LEGISLATION

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AFGB Petition For Base-Wide Unit At Fort Benning: American Federation of Government Employees, tentatively recognized as agent for base-wide unit at Fort Benning, Georgia, joins Army in opposing petition by Metal Trades for 550-man blue collar unit in hearing before Arbitrator Ralph Roger Williams (A-8).

Arbiter Would Separate Graded And Ungraded Workers: Standards for determining appropriate bargaining units, circulated last year by Defense Department, are used by Arbitrator Carl R. Schedler to resolve, in union's favor, dispute between Navy and Washington, D.C., Metal Trades Council over bargaining rights at electronic development center (A-12).

Pay Raises, Severance Benefit Negotiated At TVA: Salary Policy Employee Panel, comprising bargaining agents for 5,000 salaried employees, and Tennessee Valley Authority agree on rate increases averaging 4.2 percent and first severance pay plan for TVA employees. Rates (A-9).

Unions Score Significant Gains In Federal Service: Survey of executive agencies, excluding Post Office, by The Bureau of National Affairs, Inc., shows that as of August 1, unions had gained exclusive bargaining rights for over 136,000 government employees since President Kennedy's Executive Order 10988. Tables (B-1).

Puget Sound Naval Shipyard And Metal Trades Council: First naval shipyard agreement to be negotiated under Executive Order 10988 is reprinted in full. Contract, effective for one-year term beginning July 18, 1963, covers over 9,000 graded and ungraded employees represented by Bremerton, Wash., Metal Trades Council (Contracts-1).

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Puget Sound Naval Shipyard and Bremerton Metal Trades Council . . . CONTRACTS - 1

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At issue are requests (1) by the Charlestown Metal Trades Council for recognition as representative of all blue collar employees and first line supervisors, excluding classified employees, fire fighters, and pattern makers; (2) by the American

agency has the most extensive and detailed experience in determining the appropriate bargaining unit and it has the duty of exploring the problem continually," he says.

Taft points out that despite differences between private and public employment, the President's Task Force on Employee-Management Relations in the Federal Service found that the proportion of government employees belonging to labor organizations "matches almost precisely the national proportion of workers in non-agricultural establishments exclusive of Federal employment."

The Task Force also noted:

"The more similar a government activity is to that of a private activity in which workers are normally organized, the more often it will be found that the government workers are also organized and that relations with management officials approach the pattern of such relations in private enterprise."

And Taft finds the answers to the unit disputes at the shipyard in NLRB determinations for comparable groups of employees in private industry. Taking up AFTE's bid for the professional-technical unit, Taft says, "Professional and technical employees have been allowed bargaining units from the first days of the original National Labor Relations Board in 1935," on the theory that "professional and technical workers are white collar workers, better educated than production and maintenance workers, and face different problems from the latter in their careers and jobs."

He goes on:

"It is known that the outlook of a professional and technical worker upon his career, advancement, and problems is somewhat different from the one which prevails among production workers."

"A unit of exclusively professional and technical workers can deal more efficiently and understandingly with work assignments and scheduling questions, promotions, lay-offs, pay schedules where permissible under the law, and the variety of other problems which arise in the course of employment."

As for the Pattern Makers' request for a craft unit, Taft says the NLRB decision in American Potash (33 LRRM 1380) well expresses the reasons for granting the union a separate bargaining unit. "In this case," Taft explains, "the Board found that the community of interests of a craft group outweighs its community of interests with all workers employed." He continues:

"The Board held that the severance of a craft unit is justified 'where a true craft group is sought and where, in addition, the union seeking to represent it is one which traditionally represents the craft.' Certainly the Pattern Makers are a true craft which has traditionally represented its members in collective bargaining. Moreover, the Pattern Makers meet the criteria set up by the Board for identifying a true craft, a distinct and homogeneous group of skilled journeymen, working as such together with their apprentices and/or helpers."

Apart from its basic argument that the mission of the yard makes only a single unit appropriate, the Navy contended that granting of a separate unit to the Pattern Makers "can only result in a fragmentation into a meaningless hodgepodge of over 250 units," since there are at least that number of distinct crafts and classes of employees at the yard.

Taft answers that this "hypothetical argument cannot be supported by industrial experience." And he sees no evidence that other crafts and classes of employees at the yard would in any way be influenced to seek severance if the Pattern Makers' petition is granted. He adds:

"Experience under the National Labor Relations Board tends to indicate that the granting of severance to well established crafts does not lead to a proliferation of requests for severance. Although the Labor-Management Relations Act of 1947 requires severance of a craft and a departmental unit from a single plant unit, workers have not normally used this provision for requesting separation of small random groups."

AFGE's request for the clerical unit, although complicated because of its claim on employees sought by AFTE and the Metal Trades, also is supported by NLRB policy. Taft says:

"All the workers except those contested by the other two unions have common skills and are engaged in office and administrative work. All of these workers, the AFGE claims, have a genuine community of interest and face common employment problems. They are a homogeneous group. Turning to the decisions of the National Labor Relations Board, we find a consistent allowance of separate bargaining units for clerical and office employees. Such employees perform similar work and have similar working conditions. The majority of workers in the unit proposed are office workers and are not engaged in production and maintenance work; they work indoors at desks. They are classified employees whose salaries are determined by Congress. They have common interests in classification problems and in grievances that might arise under them."

But Taft cannot uphold AFGE's claim to certain technicians and student learners, whose interests he finds more closely allied with those of employees in the unit requested by AFTE, nor can he see any ground for including in the clerical-administrative unit planners and estimators, schedulers, and certain inspectors claimed by the Metal Trades Council.

In this connection, Taft notes that when AFGE was chartered by the AFL, "It was then understood that the AFGE would be limited to recruiting clerical and office employees." While a union's official jurisdiction is not necessarily controlling, Taft believes that "the extent of the jurisdiction provides significant evidence of the interests of the union, the workers for whom it normally negotiates, and even its ability to handle the needs and problems of particular workers."

He continues:

"In considering an appropriate bargaining unit, the interests of the workers is inferentially given consideration. The fact that a union does not normally represent certain workers creates a presumption that its claim is an attempt to extend its jurisdiction by raiding."

Turning finally to NAGE's request for an over-all unit, Taft finds nothing in the independent's arguments to change his mind on the appropriateness of the separate units. NAGE named a number of issues common to all employees at the yard and asserted that "common sense would dictate that this shipbuilding and repair facility be made a single unit."

Taft replies:

"A mere recitation of the fact that workers, irrespective of their jobs, face the same general problems does not, as has been noted, prove that the appropriate bargaining unit is an all-inclusive one. It does not disprove it either, but the evidence of NAGE has unfortunately been of no aid to the assessment of the issues. Both engineers and laborers in the shipyard are paid by the government, but having a common employer does not mean that the problems of collective bargaining might not be and are not considerably different, or that issues and grievances of one group might not be better handled by a separate bargaining unit."

On the other hand, if employees of the yard want to be represented in an inclusive unit, instead of the separate units Taft considers appropriate, his recommendation gives them this option. Taft would have the Navy conduct separate elections in each of the four units, with employees in each given the choice of the AFL-CIO affiliate, NAGE, or no union. If a majority in each unit should vote for NAGE, they could be combined into an all-inclusive bargaining unit.

(Text of Taft's award appears at ARB - 1.)

POSTAL CLERKS STAGE MASS WASHINGTON RALLY, PROTEST INDIVIDUAL WORK MEASUREMENT SYSTEM

The United Federation of Postal Clerks stages a giant rally in Washington to lobby for legislative abolition of the Post Office Department's work measurement system, following up adverse testimony on the practice before Congress.

The parley of the 160,000-member organization also pushes for a federal pay increase and legislation to liberalize government retirement provisions.

Considerable support was elicited for the three objectives among members of Congress, including Assistant Senate Majority Leader Humphrey (D., Minn.) and Senate Minority Leader Kuchel (R., Cal.). "I feel I speak for the majority of the Senate when I say we will do our level best to pass these bills," Humphrey told the rally. "I think we will get results."

Backing from the House side came from key members of the Post Office and Civil Service Committee, the unit with jurisdiction over the bills.

The UFPC rally was picketed by the National Alliance of Postal Employees, a union with predominantly Negro membership. The organization charges UFPC with attempting to block efforts to end discrimination in the postal service.

Denying the allegation, UFPC stated its position in a resolution reaffirming support of fair application of the merit promotion system and opposing any and all efforts, no matter how highly motivated, which seek to correct any past discrimination or any form of racial imbalance in federal employment by departure from the rules and regulations of the merit system. "Employee policies that would give artificial preference to Negroes were termed just as wrong as the inequalities they seek to redress."

Chairman John W. Macy, Jr., of the Civil Service Commission assured the rally that the merit system isn't being juggled to provide "discrimination in reverse."

In hearings before the Senate Post Office and Civil Service Committee, union officials roundly condemned the Post Office Department's work measurement system to gauge the productivity of individual workers engaged in mail distribution.

Saying "postal workers are not machines," they contended that the individual measurement system is a morale-busting speed-up device that costs more than it's worth and actually has cut postal efficiency. The Post Office Department will get a chance to defend itself later.

In response to widespread complaints from postal clerks throughout the country, numerous bills have been introduced in the House and Senate to ban procedures aimed at measuring the work efficiency of individual employees. The Post Office Department, in earlier House testimony, claimed that abandonment of the system would cost it an additional \$100 million annually and cause deterioration of postal service.

John F. O'Connor, legislative director of the United Federation of Postal Clerks, told the Senate Committee that work measurement definitely is a speed-up system that "will continue to cause dissension and poor management-employee relations and certainly is not helping the morale of postal clerks." He claimed the work standards make no provision for disabled or older clerks and don't take account of varying working conditions or fatigue toward the end of the workday.

O'Connor said the pressure of the measurement system is so nerve-wracking that many clerks have to take tranquilizing pills or go to the doctor.

John W. MacKay, president of the National Postal Union, testified that the individual work measurement system is a "cumbersome, costly, and contemptible measurement device." He said it's "nothing more than a poorly disguised attempt to speed up individuals to productivity levels they are physically incapable of maintaining."

He asserted that the Department, in administering the program, "has become enmeshed and bogged down in so much red tape that the actual distribution and delivery of mail is of secondary importance."

John A. McCart, operations director of the AFL-CIO Government Employees' Council, said individual work measurement is applied in only 201 postal stations but that they account for 63 percent of all clerk-mailhandler man-hours. He called for a moratorium on use of "this entire system of surveillance of individual employee output," saying the system is inadequate and of dubious value in promoting postal efficiency.

However, contrary testimony was presented by Daniel Jaspán, legislative director of the National Association of Postal Supervisors. He not only favored retention of individual work measurement but urged its expansion to a daily basis. At present, individual work measurement at postal installations is applied only one week in every month.

"It has been our observation," Jaspán testified, "that the conscientious employee is not hurt in any way by guidelines or work performance standards which are reasonable and fair. There are some employees, however, in industry as well as in the postal service, who produce much less than their potential unless there is some measurement system. They do not carry a fair share of their load and there is resentment by employees who do."

He said output rises during the week when individual measurement is applied, adding that minimum work standards have been set locally at a reasonable quota so the great majority of employees can exceed them by a substantial margin.

"So far as we know," Jaspas said, "no disciplinary action has been taken against employees for failure to produce in accordance with the standards." He said he felt workers failing to produce should be counseled and disciplined by superiors.

ARBITRATOR HEARS REQUESTS BY THREE UNIONS

FOR UNITS AT ANDREWS AIR FORCE BASE

The Air Force, in its first arbitration case under procedures established in President Kennedy's Executive Order on employee-management cooperation in the federal service, argues that separate craft bargaining units are inappropriate for employees at Andrews Air Force Base in Washington, D. C.

Three parties were represented at the mid-July hearing before D. C. attorney Francis J. Robertson. Machinists Lodge 174 wants a unit including all wage board employees below the rating of foreman of the 459th Troop Carrier Wing. Exclusive recognition for all employees in the Heating Division is sought by Local 38 of the International Brotherhood of Firemen and Oilers. The Air Force turned down both of these proposals on the ground that they were inappropriate units.

About two weeks before the hearing, a third union -- the American Federation of Government Employees -- intervened on the side of the Air Force. AFGS has had members at Andrews for several years, and recently was formally recognized by the Air Force for the over-all unit. Formal recognition is possible under E.O. 10988 if a union can demonstrate that it represents 10 percent of employees in the bargaining unit. Formal recognition requires an agency to consult with the union on matters concerning its members. Formal recognition, however, must be withdrawn if another organization becomes the exclusive agent of employees in the bargaining unit.

In refusing the shop unit sought by IAM and the craft unit asked by the Firemen & Oilers, the Air Force maintains that all employees have a common "mission" and share mutual interests which make anything less than a base-wide bargaining unit inappropriate.

The Firemen and Oilers, defending their bid for the 103 employees of the heating division, maintain that this group constitutes a functionally distinct and homogeneous unit. In addition they point out that the Air Force in the past has recognized the heating department as a separate function by subcontracting the work to local firms. At both Dover and McGuire Air Force Bases the Firemen have agreements with the local firms covering employees working in the base heating plants.

Robertson's decision is expected in the latter part of August after the parties have had a chance to review the transcript of the two-day hearing and submit post-hearing briefs.

DECISION PENDING IN ARMY ARBITRATION CASE

Two AFL-CIO affiliates are at odds over the definition of an appropriate bargaining unit on an army base in Georgia.

HEARINGS SET AUGUST 13 ON FEDERAL PAY RAISE

Hearings began August 13 before the House Post Office and Civil Service Committee on Administration proposals for a supplemental pay raise, effective next January, to put federal salaries on a par with those in private industry.

The committee also will consider alternative legislation that would give more liberal increases to lower-paid government workers than recommended by President Kennedy and lesser amounts to upper-grade personnel than urged by the Administration.

The pay increases would replace those presently scheduled to take effect next January under the Salary Reform Act of 1962. This law established the principle that federal salaries should be reasonably comparable with pay in private enterprise for the same type of work.

The Senate is not expected to launch pay hearings until the House completes action. Consideration in the upper chamber could be delayed indefinitely by the coming showdown over civil rights legislation.

Under the Administration bill salaries of federal employees under the Classification Act would range upward next January from two to around 25 percent, with the upper grades getting the largest boosts. Postal clerks and letter carriers would be raised around 3.2 percent.

President Kennedy has indicated that the pay gap between private industry and government is widest at the higher levels, and his proposals for restructuring upper-grade salaries were not incorporated in the 1962 pay act. One of his recommendations is that the \$20,000 pay ceiling for classified employees be lifted to \$24,500, accompanied by upward revisions of other super-grade salaries.

However, the Administration feels that raises in top grades should not be effected until members of Congress, now drawing \$22,500, are given an increase.

The Administration pay bill to be considered this month does not cover salaries of members of Congress, Supreme Court Justices, or top government executives such as Secretaries, Under Secretaries, agency chiefs, and members of boards and regulatory commissions. The President has not yet submitted his proposals on executive pay increases but is expected to do so before long.

The alternate pay legislation for classified and postal workers is sponsored by three members of the Post Office and Civil Service Committee -- Congressmen Morrison (D., La.), Olsen (D., Mont.), and Wallhauser (R., N.J.). Their bill would give a 9.5 percent raise to classified workers in the first five grades, seven percent to those in grades six to eight, and seven to ten percent to those in grades nine through eighteen. Postal clerks and carriers would get about 9.2 percent more, while employees in the legislative branch would be boosted ten percent.

DECISION PENDING IN ARMY ARBITRATION CASE

Two AFL-CIO affiliates are at odds over the definition of an appropriate bargaining unit on an army base in Georgia.

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The issue, which involves the Metal Trades Department and the American Federation of Government Employees, relates to the proposed bargaining unit at Fort Benning. Earlier this year, the Department of the Army disapproved another union's petition for a unit encompassing two electrical shops and extended tentative approval to AFGE's bid for a unit of about 700 non-supervisory workers in the Post Engineer Section at the base. The shop unit had been sought by the International Brotherhood of Electrical Workers, but IBEW made no further move to appeal the agency decision. In the meantime, however, the Metal Trades Department entered a bid for bargaining rights to cover an over-all wage board employee unit (blue collar).

The Army disapproved the MTD petition in favor of a base-wide unit proposed by AFGE Local 54. AFGE backed up its bid for bargaining rights with a show of authorization cards signed by employees in the defined unit. Before the Army had issued its official letter of recognition, however, MTD appealed to the Labor Department for appointment of an impartial arbitrator.

Although the Army then argued against arbitration on the ground that the MTD petition was not timely, the Secretary of Labor named Ralph Roger Williams, an attorney from Tuscaloosa, Ala., as arbitrator.

In a one-day hearing late last month, Williams heard testimony on what shaped up as a standard Section 11 appeal. The Metal Trades Department spokesman contended that a blue-collar unit--numbering about 550 employees--is entirely appropriate for bargaining under the Order. Both AFGE and the Army argued, however, that an over-all wage board and white collar unit is more appropriate to the Fort Benning setup. A decision now is pending.

In the meantime, the Labor Department has set September 6 as the date for hearing the Rock Island arsenal arbitration which was initiated by the Department of the Army itself. That case marks the first time a federal agency has made the initial move for arbitration under the Order. The Army's petition at Rock Island requests a finding in favor of its determination that the Arsenal is appropriately split into three bargaining units.

The largest unit would include about 2,800 nonprofessional production and maintenance workers, the second unit, about 26 employees of the Fire Protection and Prevention Branch, and the third unit, some 900 office and technical workers. Professionals so far have been excluded from the units named in the petition. The two challengers at Rock Island are IBEW Local 1379 and the Independent International Association of Tool Craftsmen. Both unions are seeking recognition for separate craft units.

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TVA SALARIES GO UP AVERAGE 4.2 PERCENT;
SEVERANCE PAY PLAN NEGOTIATED

Pay raises averaging 4.2 percent have gone into effect for about 5,000 salaried employees of the Tennessee Valley Authority as a result of this year's negotiations between TVA and the Salary Policy Employee Panel, representing five employee bargaining agents.

Biggest employee groups participating in the annual negotiations are the TVA Engineers Association and the Office Employees International Union -- each

representing about 2,000 employees. OBIU, Building Service Employees, and Public Safety Service Employees -- all AFL-CIO affiliates -- form the Salary Policy Council. The Council, in turn, joins with the Engineers Association and the Professional Chemists and Chemical Engineers Association to form the Panel.

Yearly pay rate increases and fringe benefit improvements are determined primarily by a survey of more than 50 employers in the TVA-served area and surrounding major cities. As a preliminary to the negotiations, TVA management and employee representatives agree on the employer list, which varies only slightly from year to year. The employers, including both private companies and public agencies, are in similar industries or have employee requirements similar to TVA's. The survey employers also have systematic job evaluation and favorably regarded personnel policies.

The procedure results in an annual re-evaluation of each job and negotiation of each rate, including the within-grade rates, in the five TVA salary schedules. This year, for example, the survey indicated a compression of the rate-spread in lower engineering and scientific classifications and an expansion of rates in the higher classifications.

Professional engineers and chemists in the lower two grades of four grades at TVA received across-the-board annual salary increases of \$300 and \$325, or less than five percent. The average engineering salary went up 5.1 percent, however, as a result of graduated increases in the upper two grades ranging from \$400 to \$650, or from 5.1 to 5.5 percent.

Sub-professional supporting personnel received increases averaging 3.4 percent and ranging from 1.8 to 3.7 percent. In this schedule, consisting of seven grades, within-grade rates were compressed in the lowest and highest grades.

Increases for the OBIU-represented employees averaged 4.3 percent for administrative personnel and 3.2 percent for clerical employees. Service employees received an average 3.6 percent increase.

The first severance pay plan for TVA employees also was negotiated this year for the salaried classifications. Employees with at least five years' service terminated by a reduction in force will receive three days' pay for each year of service up to 20 years.

Continuing benefits for TVA salaried employees include a jointly-financed retirement plan; life insurance, one-third of the cost paid by TVA; and Blue Cross-Blue Shield comprehensive coverage toward which TVA pays \$3.95 monthly for individuals and \$10.50 monthly for families. Still under consideration is a proposal to extend insurance contributions for retired employees.

Leave provisions for TVA employees include 13 days' annual leave for the first two years of service, 20 days after three years' service, and 26 days after 15 years--cumulative to 30 days. Sick leave is earned at a rate of 13 days a year with no limit on accumulation. There are eight paid holidays a year.

Time and a half is paid for approved overtime after eight hours a day or 40 hours a week. However, employees earning more than \$8,000 annually receive time and a half on a base of \$8,000, provided it is not less than the employee's straight-time hourly rate.

New rate schedules, classes of positions, and within-grade advancement follow:

Schedule SA includes all classes of positions which involve primarily management-service functions, both professional and administrative, such as budgeting, accounting, legal, reporting, information, procurement, property and supply, and other closely related management-service functions. The basic qualifications for positions covered by this schedule normally include training equivalent to a college education in general or specialized management-service fields.

SA-1	\$5825	\$6085	\$6340	\$6515	\$6685	\$6855	\$7030	\$7200
SA-2	6875	7015	7360	7590	7815	8045	8270	8500
SA-3	7850	8300	8750	9050	9350	9650	9950	10250
SA-4	9150	9685	10220	10575	10930	11290	11645	12000

Schedule SB includes all classes of positions which involve primarily general or specialized clerical, secretarial, and office machine operation functions. The basic qualifications for positions in this group normally require work experience or training in specialized clerical courses.

SB-1	\$3525	\$3625	\$3725	\$3825	\$3925	\$4025	\$4125	\$4225
SB-2	3900	4035	4170	4305	4445	4580	4715	4850
SB-3	4500	4660	4820	4980	5145	5305	5465	5625
SB-4	5075	5275	5475	5675	5875	6075	6275	6475
SB-5	5850	5985	6080	6235	6505	6720	6935	7150
SB-6	6260	6485	6715	6940	7170	7395	7625	7850

Schedule SC includes all classes of positions which involve primarily general-service functions, such as printing, cafeteria work, building service, and property protection. Positions covered by this salary schedule normally require on-the-job training or specialized training in equipment operation.

SC-1	\$3800	\$3905	\$4015	\$4120	\$4230	\$4335	\$4445	\$4550
SC-2	4180	4310	4440	4570	4695	4825	4955	5085
SC-3	4630	4790	4950	5110	5265	5425	5585	5745
SC-4	5530	5740	5950	6160	6370	6580	6790	7000
SC-5	6485	6715	6945	7175	7410	7640	7870	8100
SC-6	7680	7858	8105	8360	8615	8870	9120	9375

Schedule SD includes all classes of positions which involve primarily professional engineering and scientific functions. The basic qualifications for positions covered by this salary schedule normally include training equivalent to a general or specialized college education in engineering or scientific fields.

SD-1	\$6780	\$6955	\$7130	\$7305	\$7480	\$	\$	\$
SD-2	7200	7485	7770	7965	8155	8345	8535	8725
SD-3	8200	8670	9140	9450	9765	10075	10390	10700
SD-4	8850	10185	10720	11075	11430	11790	12145	12500

Schedule SE includes all classes of positions which involve functions primarily of an instructional, advisory, or technical nature in engineering and scientific fields. The basic qualifications required for positions covered by this salary schedule normally include work experience or training in specialized technical courses.

SE-1	\$3700	\$3780	\$3855	\$3935	\$4015	\$4095	\$4170	\$4250
SE-2	4290	4420	4550	4680	4810	4940	5070	5200
SE-3	4750	4925	5100	5275	5445	5620	5795	5970
SE-4	5485	5710	5930	6155	6380	6605	6825	7050
SE-5	6875	6915	7260	7400	7715	7945	8170	8400
SE-6	7460	7820	8190	8440	8685	8930	9180	9425
SE-7	8500	8895	9290	9580	9615	10075	10340	10600

Within-Grade Advancement

Schedules SA, SD (grades SD-2, SD-3, and SD-4),
and SE (grades SE-5, SE-6, and SE-7)

Rate 1 to Rate 2: 1 year
Rate 2 to Rate 3: 1 year
Rate 3 to Rate 4: 1 year
Rate 4 to Rate 5: 1 year

Rate 5 to Rate 6: 2 years
Rate 6 to Rate 7: 2 years
Rate 7 to Rate 8: 2 years

Schedules SB and SC

Each step increase: 1 year

Schedule SD (grade SD-1 only)

Rate 1 to Rate 2: 1 year
Rate 2 to Rate 3: 1 year

Rate 3 to Rate 4: 2 years
Rate 4 to Rate 5: 2 years

Schedule SE (grades SE-1, SE-2, SE-3, and SE-4 only)

Rate 1 to Rate 2: 6 months
Rate 2 to Rate 3: 6 months
Rate 3 to Rate 4: 6 months
Rate 4 to Rate 5: 6 months

Rate 5 to Rate 6: 1 year
Rate 6 to Rate 7: 1 year
Rate 7 to Rate 8: 1 year

ARBITER WOULD SEPARATE BLUE COLLAR AND WHITE COLLAR EMPLOYEES AT NAVAL INSTALLATION

Standards for determining appropriate bargaining units, circulated about a year ago by the Department of Defense, are used by Arbitrator Carl R. Schedler to resolve, in the union's favor, a dispute between the Navy and the Washington, D. C., Metal Trades Council over bargaining rights at a facility operated by the Commanding Officer of the Industrial Manager, Potomac River Naval Command (INDMAN).

The Council's petition for recognition as exclusive representative of all INDMAN blue collar (ungraded) employees, excluding supervisors at the rank of Leadingman and above, was rejected by the Navy on the ground that the appropriate unit would embrace all INDMAN employees, graded and ungraded. Schedler advises the Navy to reverse this decision.

The mission of INDMAN, according to Schedler, is to install and maintain shore-based electronic equipment and to provide technical guidance in assigned geographical areas. "Much of the work is prototype electronic work," he says.

The Navy's insistence on an all-inclusive bargaining unit is based on the argument that "the mission of INDMAN is the same for all employees, and each employee contributes to some related phase of the accomplishment of the mission." Further, the Department points out that all employees are subject to the same rules and regulations of conduct, the same leave policies, and have the same hours, except that lunch periods are staggered for convenience.

And, although some employees are graded, i.e., paid according to specific congressional legislation, while others are ungraded, i.e., paid according to wage

boards also established by Congress, INDMAN has little control over pay rates for either category of employee.

The Council, on the other hand, stresses the difference in congressional approach to fixing pay for each group. It also points out that overtime is computed differently for higher-paid graded employees, that only ungraded employees punch time-clocks, and that all ungraded employees work in the facility's Shop Department, separated from professional engineers, electronics technicians, and other graded employees.

Schedler begins his discussion of the dispute by pointing out that Executive Order 10988 states: "Units may be established on any plant or installation, craft, functional, or other basis which will ensure a clear and identifiable community of interest among the employees concerned, but no unit shall be established solely on the basis of the extent to which employees in the proposed unit have organized."

He next notes that in June of last year the Department of Defense, as part of a procedure for implementing the Order, circulated standards for determining appropriate bargaining units. These criteria as stated in Navy Civilian Personnel Instructions (NCPI), are headed:

- (a) organization structure
- (b) similarity of skills
- (c) distinctiveness of function
- (d) integrated work process.

A general objective of the Departmental regulations also is to "make units of a size that is clearly manageable and headed by a readily identifiable management official."

Schedler finds these criteria "helpful guides" in the dispute before him. He says:

"Essentially the Council is seeking a departmental unit, which coincides with their congressional grouping as blue-collar, or ungraded, employees. In my opinion, this is the appropriate unit, not only because of their historical community of interest, but also as tested by the NCPI criteria. Thus, the Shop Department is headed at present by a Mr. Kennedy, a readily identifiable management official. From an organizational viewpoint, the Shop Department is one of the three departments established by INDMAN itself, the other two being the administrative and engineering departments. Therefore, the Shop Department is a logical division of employees."

Schedler says it also should be noted that because their pay is hourly and based on periodic area determinations, "blue collar employees may in fact be able to influence their wages and related conditions of employment more than graded employees might do."

He observes, too, that the head of the Shop Department "possesses substantial authority to affect employee personnel matters, such as assigning the reviewing performance ratings, discussing grievances, initiating discipline, and recommending transfers or separations."

The NCPI criteria include "similarity of skills," but this creates no problem for Schedler. He says that while the electronics mechanics, assemblers, machinists, welders, and sheet metal workers in the shop each may possess some unique skills which would identify them as separate crafts, "the use of their skills by INDMAN is rather similar and is clearly more akin to each other than any of these skills is to the engineering and drafting of the professionals and electronics technicians."

Laborers in the shop need not have craft skills, but "are a residual classification which supports the craftsmen with physical assistance, again revealing a kinship which is not present with the professional or technician classifications, since these latter provide the blue-collar craftsmen only technical assistance or direction," Schedler says.

To the Navy's argument that the mission of the facility requires an over-all bargaining unit, Schedler replies:

"Basically the work of any well-run organization is integrated. The degree of integration of the work process may differ, however, according to the nature of the work. At INDMAN, while all employees have the ultimate objective of accomplishing its mission, the work process does not necessarily flow continuously from one organizational unit to another. That is to say, although the mechanics cannot fabricate a part until the professionals have designed it, once a blueprint is transmitted to the mechanic he can work on it without regard to what the professional may then be doing, except for those instances when clarification or explanation is needed. The professional also may work on an entirely different project without affecting in any way the work of the blue-collar employee, and vice versa. Thus the magnitude of work process integration in this respect is minor."

Schedler goes on to hold that the reasons he finds for distinguishing the shop employees from the professionals and technicians "apply with equal validity to differentiate them from the administrative and clerical employees of INDMAN."

He concludes that a unit of ungraded shop employees is appropriate "in order to ensure a clear and identifiable community of interest among the employees concerned."

Essentially the Council is seeking a departmental unit, which coincides with their congressional grouping as blue-collar, or ungraded, employees. In my opinion, this is the appropriate unit, not only because of their historical community of interest, but also as tested by the NCPI criteria. Thus, the Shop Department is headed at present by a Mr. Kennedy, a readily identifiable management official. From an organizational standpoint, the Shop Department is a logical division within the three departments of the hospital.

NURSES' BID FOR BARGAINING RIGHTS REJECTED BY VA HOSPITAL IN NEW YORK; APPEAL PLANNED

The New York State Nurses' Association has enlisted the aid of its parent body, the American Nurses Association, in an effort to win bargaining rights for registered nurses at the Brooklyn Veterans Administration Hospital.

The associations are seeking reversal of a VA ruling last month that, for purposes of collective bargaining, an appropriate unit must include all employees of the hospital.

The next move is up to the nurses and probably will take shape as a formal appeal to the head of the agency. Should the agency head find against the nurses, the

Association has the right to take its objection one step further by requesting the Secretary of Labor to appoint an arbitrator to review the bargaining unit dispute.

The New York State Nurses Association made its initial bid for bargaining rights more than three months ago. At the time, a similar bid was submitted at the Bronx VA hospital. So far, however, only the Brooklyn hospital has issued a formal reply to the Association's request for bargaining rights.

With full support from VA headquarters in Washington, D.C., the medical director in Brooklyn last month rejected the nurses' petition on the ground that the unit of nurses proposed by the Association is inappropriate. The Agency's position is that all professional employees at the hospital, not just the nurses, must be included in any professional bargaining unit.

In addition, there is some disagreement between the hospital and ANA over the propriety of the Association's present dual role. ANA is now functioning as both a "labor organization" and as a professional association. The hospital contends that the two roles are incompatible within the framework of the Executive Order bargaining system. For instance, the hospital says supervisory nurses were among those soliciting authorization cards to be used in establishing ANA's majority status in the proposed bargaining unit. E.O. 10988 specifically prohibits participation by supervisory personnel in rank-and-file unit activities that may lead to conflict-of-interest situations.

VA has also pointed out that ANA now has professional privileges which must be withdrawn if the organization is granted any type of representation status within the federal bargaining system. According to reports from both sides, the Veterans Administration in the past has consistently encouraged ANA membership among its staff nurses to help them "keep abreast of nursing trends." Should ANA or its state affiliate receive bargaining rights, VA -- and the hospital involved -- would be required to change its prevailing attitude to one of strict neutrality.

Moreover, the Association's current membership roster now includes both supervisory and staff nurses. Nevertheless, the hospital has indicated no intention of opposing the Association's tentative plan to seek review of the disputed issue.

From the nurses' point of view, VA's position is at odds with the President's order directing federal agencies to deal in good faith with employee organizations. However, ANA has said there may be some misunderstanding of its position with regard both to the defined unit and to "conflict of interest" situations. The petition simply requested recognition for a unit of professional nurses. No effort was made to list required or negotiable exclusions, a spokesman says. Two units -- one for the 135 staff nurses and a separate one for the supervisory nurses at the hospital -- would be acceptable to ANA so long as the Association could continue to represent both groups.

However, even this proposal faces opposition by virtue of the VA's strict interpretation of Executive Order restrictions limiting the role supervisory employees may play in organizations that bargain exclusively for rank-and-file workers. It has been suggested that in order to qualify for recognition under VA rules, ANA may have to reorganize its economic security program, and separate professional activities from those it carries on as a collective bargaining agent.

Meanwhile, the Nurses' move into the Federal field is being watched carefully by independent associations and by the AFL-CIO affiliates interested in organizing

and the mechanics of an election.

STATISTICS**UNIONS CONTINUE TO GAIN STRENGTH IN FEDERAL SERVICE**

Unions have gained exclusive bargaining rights for an estimated 136,000 civilian employees of the federal government since President Kennedy's Executive Order of January 1962 establishing a system of collective bargaining for employees of executive branch agencies.

The following table, covering the period to August 1, 1963, was prepared by The Bureau of National Affairs, Inc., from unofficial and unpublished agency records of election or certified authorization and membership card checks. Post Office Department employees, most of whom were organized prior to Executive Order 10988, are excluded from the tabulation.

The Government Printing Office, while under the legislative, not executive, branch of the government, has agreed to comply with the Executive Order in the granting of union recognition. Several government agencies including the State Department, Justice Department, Securities & Exchange Commission, United States Information Service among others, report no requests for exclusive recognition received.

**EXCLUSIVE RECOGNITION GAINED BY FEDERAL CIVILIAN EMPLOYEE UNIONS
AS OF AUGUST 1, 1963**

AGENCY	NUMBER IN UNIT	UNION	NATURE OF UNIT
Agriculture			
Agriculture Marketing Service; Meat Graders, Omaha, Neb.	30	American Federation of Govt. Employees, AFL-CIO, Lodge 2222	Technical Unit
Market Programs Branch	425	Federal Tobacco Inspectors Mutual Assn. (Independent)	Semi-professional unit; inspectors in 6 states
Agriculture Research Service; Animal Disease & Parasite Div., Plum Island, New York	275	AFGE Lodge 1940	Barewide; combined BC-WC
Meat Inspection Division	2,472	American Federation of Govt. Employees, AFL-CIO, Nat'l Joint Council, Meat Inspec- tion Lodges	Technical Unit - nonprof, non-supervisory inspectors Nationwide
Agriculture Stabilization & Conservation Service, County Office Workers	16,000 Fulltime plus 16,000 extras	National Assn. ASCS County Office Employees (Independent)	Office & Clerical Unit Covers 2,945 counties
Atomic Energy Commission			
Albuquerque, N. Mex., Opera- tions Office		AFGE Lodge 2281	All convoy commanders in Securities Shipment Section
Albuquerque, N. Mex., Opera- tions Office		AFGE Lodge 2285	All securities specialists & clerical employees in Securi- ties Shipment Section

AGENCY	NUMBER IN UNIT	UNION	NATURE OF UNIT
<u>Atomic Energy Commission</u> (Contd.)			
Amarillo, Tex., Branch Office Los Alamos, N. Mex., Pro- tective Force Section	207	AFGE Lodge 2231 AFGE Lodge 2118	All GS-9 Inspector (General) GS-8 Inspector only
<u>Commerce</u>			
Coast & Geodetic Survey; Washington, D.C., Office	100	Amalgamated Lithographers, AFL-CIO Local 98	Blue Collar, Craft Unit Interdepartmental Wage Board Workers, base wide
Survey Ship "Pioneer"	80	Nat'l Maritime Union	Ships personnel, non-officers
Maritime Administration; Astoria, Oregon Reserve Fleet Sulson Bay Reserve Fleet	50	AFGE Lodge 1817 Seafarers' Int'l Union	Ships personnel, non-officer
Saint Lawrence Seaway, Massena, N.Y.	80	AFGE Lodge 1968	Facility-wide, combined WC-BC unit
<u>Defense Department</u>			
Defense Supply Agency Defense Medical Supply Center Brooklyn, New York	450	AFGE Lodge 2119	Basically WC - Contract processing/procurement facility-wide
U. S. Armed Forces Institute Madison, Wisconsin	264	AFGE Lodge 1773	Basically office unit
<u>Air Force</u>			
Bradley Field, Windsor Locks, Conn, 905th Troop Carrier Group	-	Nat'l Federation of Federal Employees (Indep) Local 1319	Basewide, nonprofessional BC-WC Combined unit
Chanute AF Base, Rantoul, Ill.	2,100	Council of NFFE Local 493 & NFFE Local 1381	Basewide, nonprofessional Separate professional
Charleston AF Base, MATS Command South Carolina	850	AFGE Lodge 1869	Basewide, nonprofessional
McGuire AF Base, New Jersey	1,452	AFGE Lodge 1778	Basewide nonprof. Combined BC-WC unit
Minn.-St. Paul International Airport 934th Troop Carrier Group	-	AFGE Lodge 1897	Basewide nonprof. Combined BC-WC unit
Nellis AF Base, Las Vegas Nevada, Tactical Air Command	1,000	AFGE Lodge 1199	Basewide, nonprofessional
AF Procurement Office at Republic Aviation, Farming- dale, N.Y. AF Systems Command	150	AFGE Lodge 2099	Nonprofessional
* Ft. Jay, N. Y.	9	Int'l Assn. of Fire Fighters, AFL-CIO	Fire fighters
Ft. Monmouth, N. J.	940	AFGE Lodge 1940	Logistics Service
Ft. Slocum, N.Y., Transporta- tion Section Marine Employees	15	NMU Local 338	Blue collar unit - antiscanned Ships' crews
Ft. Story, Va.	250	AFGE Lodge 1341	Combined WC-BC; basewide

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AGENCY	NUMBER IN UNIT	UNION	NATURE OF UNIT
Army			
Pt. Worth, Tex., Army Depot,	135	IAM Lodge 1655	Activity-wide
Eagle Mt. Army Airfield			
* Flushing, N.Y., Ft. Totten	25	AFGE Lodge 2030	Combined field maintenance shop, Milford, Conn.
Granite City, Ill., Engineer Depot	676	Int'l. Union of Operating Engineers, AFL-CIO, Local 149A	Blue collar - production & maintenance unit
Hermiston, Ore., Umatilla Depot	453	AFGE Lodge 1417	Activity-wide
Houston, Tex., Ft. Sam Houston	250	AFGE Lodge 2174	Office & technical
San Antonio Field Office of Army Map Service			
* Kings Bay, N.C., Terminal		AFGE Lodge 1845	Activity-wide
Long Island City, N.Y., Army Pictorial Center	500	NFFE Local 1106	Technical & clerical; includes some professionals
Memphis, Tenn., Army Depot	175	IUOE, Lodge 117	Blue Collar - P & M unit
New Orleans, La., Transportation Terminal Command, Gulf		NMEBA	Supervisory Marine Engineers
Pine Bluff, Ark., Arsenal	575	AFGE Lodge 953	Production, maintenance & storage functions
Pine Bluff, Ark., Arsenal	55	AFGE Lodge 953	Guards
San Francisco, Calif., Ft. Mason Transportation Terminal Command, Cable Ships "Myer" & "Lenoir"	31	NMU	Ships' crew - blue collar
Tobyhanna Signal Depot, Penna.	2,500	AFGE Lodge 1647	BC-WC combined; basewide
* Washington, D.C., Army Map Service	270	ALA Local 98	Employees in lithograph function of Dept. of Cartography & Dept. of Graphic Arts & Distribution
Watertown, Mass., Arsenal	2,252	Nat'l Assn. of Govt. Employees, Local R1-5	Activity-wide
Watertown, Mass., Arsenal	150	Assn. of Scientists & Engineers (Independent)	Professional unit
Windsor Locks, Conn., Field Service Unit (Under Command of Ft. Devens, Mass.)	36	AFGE Lodge 1827	Maintenance Workers & few WC clerical
District Corps of Engineers: Baltimore, Md., Dalecarlia Filtration Plant	147	AFGE Lodge 1041	Plantwide - basically BC
Detroit, Mich., Saulte St. Marie Office	306	Nat'l Federation of Federal Employees, AFL-CIO, Local 32	Activity-wide
* Jacksonville, Fla.	13	NMEBA	Marine engineers of floating plants of district
Jacksonville, Fla.		NMU	Marine engineers of Dredge "Hyde"
Nashville, Tenn.	160	Int'l Brotherhood of Electrical Workers (IBEW), AFL-CIO, Local 2060	Lock/dam operators; constr. & maint. crews
Nashville, Tenn., Power Plant Personnel	60	IBEW Local 316	Maintenance unit
New England DCS, Cape Cod Canal Field Office	75	AFGE Lodge 1142	WC-BC combined; office-wide - some technical
Omaha, Neb., Power Plant Personnel	115	IBEW Local 1688	Maint. & Operating; hydro-electric power plant
Philadelphia, Pa., Marine Engineers	31	NMEBA	Licensed Marine Engineers

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AGENCY	NUMBER IN UNIT	UNION	NATURE OF UNIT
Army (Contd.)			
District Corps of Engineers (Contd.)			
Philadelphia, Pa., Personnel on Dredge "Esayom"	115	NMU	Blue collar - dredge crew
Philadelphia, Pa., Dredges "Goethals," "Comber," & "New Orleans"	263	AFGE Lodge 902	Blue collar - dredge crew
Philadelphia, Pa., DCE	25	Int'l Organz. of Masters, Mates & Pilots, AFL-CIO Local 14	Blue collar - licensed ships officers other than Marine Engineers
Portland, Ore., North Pacific Div. DCE, Tri-State Unit	570	Columbia Power Trades Council (18 AFL-CIO unions represented)	Blue collar - power production sites at dams
Portland, Ore., DCE	23	NMBEA	Supervisory licensed marine engineers of all types dredges of district & survey boat "Robert Gray"
Portland, Ore., DCE, Repro- duction Section	16	ALA	Employees engaged in litho- graphic, photographic & printing functions
Savannah, Ga., South Atlantic DCE, Pipeline Dredge "Henry Bacon"	39	AFGE Lodge 2173	Blue collar - ship's crew
Navy			
Baltimore, Md., Inspector of Naval Material		AFGE	Installation-wide
Boston, Mass., Naval Station	52	NAGE	Installation-wide
Coronado, Calif., Amphibious Base		AFGE Lodge 1716	Installation-wide
Dan Neck, Va., Fleet Anti- Air Warfare Training Center		AFGE	Installation-wide
Daviesville, R.I., Naval Con- struction Battalion Center	799	NAGE	WC-BC combined, basewide
Great Lakes, Ill., Naval Train- ing Center		AFGE	Ungraded employees only
Great Lakes, Ill., Naval Train- ing Center	37	Nat'l Assn. of Fire Fighters, AFL-CIO	Fire Dept., only
Norfolk, Va., Public Works Center	1,750	Metal Trades Council, AFL-CIO	Blue collar - ungraded only P & M; some clerical
Norfolk, Va., Naval Supply Center	2,699	IAM District 44, Lodge 97	Blue collar; P & M
Oakland, Calif., Naval Supply Depot		AFGE Lodge 1833	Blue collar
Philadelphia, Pa., Navy Cloth- ing & Textile Office	59	AFGE Lodge 1957	Office-wide - white collar includes few chemists
Philadelphia, Pa., Navy Finance Office	60	APTE Local 3	WC Regional Audit Office administrative & clerical
Pittsfield, Mass., Resident Inspector, Naval Material	55	AFGE Lodge 2147	WC - professionals, technicals, clericals; some ungraded inspectors
Washington, D.C., Naval Oceanographic Office	190	ALA	Lithographers only

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AGENCY	NUMBER IN UNIT	UNION	NATURE OF UNIT
Navy (Comd.)			
Washington, D.C., Naval Station	35	Metal Trades Council	Ungraded employees only
Bureau of Medicine; Bethesda, Md., Naval Medi- cal Center	1,015	AFGE Lodge 361	Basewide, nonprofessional
Camp Lejeune, M.C., Naval Hospital		AFGE	Basewide, nonprofessional
Newport, R.I., Naval Hospital		AFGE	Basewide, nonprofessional
Philadelphia, Pa., Naval Hospital	380	AFGE	Basewide, nonprofessional
Bureau of Ships; Annapolis, Md., US Naval Marine Engineering Laboratory	24	IAM	Machine shop employees only
Bremerton, Wash., Puget Sound Naval Shipyard	9,750	Metal Trades Council, AFL- CIO	WC-BC combined, facility- wide
Brooklyn, N.Y., New York Naval Shipyard	12,500	Metal Trades Council	WC-BC combined, basewide
Camden, N.J., Supervisor of Shipbuilding	214	Am Federation of Technical Engineers (AFTE), AFL-CIO Lodge 198	Includes professionals; tech- nical, clerical & some ungraded inspectors
Pearl Harbor, Hawaii, Naval Shipyard	4,000	Metal Trades Council	Blue collar - white collar combined
Westwego, La., Supervisor of Shipbuilding	52	AFTE Lodge 219	WC quality control; few pro- fessionals, technical, cler- icals & ungraded inspectors
Westwego, La., Supervisor of Shipbuilding	8	Organization of Professional Engineers (Independent)	Professional quality control personnel
Bureau of Weapons; Beeville, Tex., Chase Field Auxiliary Air Station	223	AFGE Lodge 1650	Basewide, combined WC-BC
China Lake, Calif., Naval Ordnance Test Station	1,600	Metal Trades Council	Ungraded only
China Lake, Calif., Naval Ordnance Test Station	50	Nat'l Assn. of Fire Fighters, AFL-CIO	Fire Dept., only
Fallon, Nev., Auxiliary Air Station	145	AFGE Lodge 1841	Basewide, combined WC-BC
Hanford, Conn., Office, Bureau of Naval Weapons Representative	202	AFGE Lodge 1285	WC quality control unit, in- cludes technical, clerical & some ungraded inspectors
Jacksonville, Fla., Naval Air Station	41	AFGE Lodge 1823	Ungraded employees
Kingsville, Tex., Naval Auxiliary Air Station	286	AFGE Lodge 1735	Basewide, combined BC-WC
Louisville, Ky., Ordnance Plant	2,062	IAM, District 44, Lodge 830	WC-BC, combined, basewide
Macon, Ga., Naval Ordnance Plant	968	IAM District 44, Lodge 1540	WC-BC combined, basewide
Minneapolis, Minn., Bureau of Naval Weapons Representative	40	AFGE Lodge 364	Administrative - technical quality control, contracts ex- clude professionals
Newport, R.I., Naval Under- water Ordnance Station	145	IAM	ungraded employees

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AGENCY	NUMBER IN UNIT	UNION	NATURE OF UNIT
<u>Navy (Contd.)</u>			
Bureau of Weapons: (Contd.)			
New River, N.C., Marine	142	AFGE Lodge 2065	Basewide, combined BC-WC
Corps Air Facility			
Sanford, Fla., Naval Air	192	Metal Trades Council	Basewide, excludes pattern-
Station			makers & engineers/design
			professionals
Santa Ana, Calif., Marine	128	AFGE Lodge 1881	WC-BC combined, pro-
Corps Air Facility			fessionals excluded
Trenton, N.J., Naval Turbine	250	Metal Trades Council	Ungraded only
Test Station			
Whidby Island, Washington,	715	AFGE Lodge 1513	WC-BC combined, includes
Naval Air Station			professionals
York, Pa., Ordnance Plant	1,115	IAM District 44, Lodge 175	WC-BC combined, basewide
Marine Corps:			
Camp Butler Marine Corps		AFGE	Installation-wide
Base			
Camp Lejeune, N.C.,	1,800	AFGE	Installation-wide
Marine Corps Base			
Twentynine Palms, Calif.,	185	AFGE Lodge 2018	Installation-wide
Marine Corps Base			
Military Sea Transportation			
Services:			
Atlantic Area MSTs	3,212	Nat'l Maritime Union, AFL-	Blue collar - unlicensed
		CIO	ships crew
Atlantic Area MSTs	56	Radio Officers Union of the	Radio Officers only
		Commercial Telegraphers'	
		Union, AFL-CIO	
Atlantic Area MSTs	338	Nat'l Marine Engineers Bene-	Blue collar - engineers on
		ficial Assn., AFL-CIO	73 vessels
Atlantic Area MSTs, New York	178	Int'l Organization of Masters,	Ships' Officers - supervisory
		Mates, & Pilots, AFL-CIO	personnel only
Far East Area MSTs	94	NMU	Blue collar - ships' crew
Far East Area MSTs	32	NMEBA	Licensed Marine Engineers
Gulf Area MSTs	5	Radio Officers Union	Radio Officers only
Gulf Area MSTs	16	NMEBA	Licensed Engineers
Gulf Area MSTs	198	NMU	Blue collar - unlicensed
			personnel only
Honolulu Office MSTs	4	NMEBA	Licensed Marine Engineers
Honolulu Office MSTs	1	Radio Officers Union	Radio Officers only
Pacific Area MSTs	30	Radio Officers Union	Radio Officers only
Pacific Area MSTs, San	173	NMEBA	Licensed Marine Engineers
Francisco			
Pacific Area MSTs	130	Masters, Mates & Pilots	Ships' Officers - supervisory
			personnel only
Pacific Area MSTs, San	71	AFGE, Lodge 1533	M & R Shop at NSC, Oakland,
Francisco			Calif.
Seattle, Wash., MSTs	4	NMEBA	Licensed Marine Engineers
Seattle, Wash., MSTs	1	Radio Officers Union	Radio Officers only
Seattle, Wash., MSTs	30	NMU	Unlicensed ships' personnel
Publications & Printing Service:			
Mare Island, Calif., NPO	29	East Bay Offset & Reproduc-	Installation-wide
		tion Art. Assn. (Indep)	
Pt. Mugu, Calif., NPO	19	AFGE Lodge 1224	Print shop unit - craft

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AGENCY	NUMBER IN UNIT	UNION	NATURE OF UNIT
Navy (Comed.)			
Publications & Printing Services (Comed.) San Diego, Calif., NPO	51	Graphic Arts & Paper Trades District Joint Council, APL-CIO	Print shop unit - craft
Washington, D.C., NPO	67	ALA, Local 98	Blue collar - craft print shop
Federal Aviation Agency			
Atlanta, Ga., Aircraft Main- tenance Base		AFGE	Mechanics only
Washington Headquarters Office Printing Section	12	Amalgamated Lithographers of Am., AFL-CIO	Craft unit
Federal Communications Commission			
Washington, D.C. Office, Duplicating Department	30	Allied Trades Reproduction Union, Inc. (Independent)	Blue collar
General Services Administration			
Albuquerque, N. Mex., Region 8	121	APGE Lodge 2083	Blue collar - area GSA employees
Belle Mead, N.J., Federal Supply Depot	270	AFGE Lodge 2041	Basically BC - some WC office staff
Battle Creek, Mich., Region 5 Public Buildings	67	AFGE Lodge 1626	Blue collar employees in Battle Creek & Kalamazoo, Mich. area
Detroit, Mich., Region 5 Public Buildings	101	Nat'l Amn. of Post Office & General Service Maintenance Employees, Local 380 (Independent)	Basically blue collar
Dixon, Ill. Defense Materials Depot, Chicago Region	59	AFGE Lodge 2148	BC-WC combined, technical employees of testing Lab
Galveston, Tex. Public Buildings	28	AFGE Lodge 2129	Blue collar - custodial
Greensboro, N.C., Region 10 Public Buildings	237	AFGE Lodge 2061	Blue collar - crafts & custodial workers
Lebanon, Pa. Civil Defense Depot	12	AFGE Lodge 1966	Blue collar - storage & supply facility
Newark, N.J., Public Buildings	115	NFFE Local 590	Blue collar; some WC; cus- todial/craft workers & un- graded transportation & comm. workers
Point Pleasant, W. Va., De- fense Materials Depot	33	AFGE Lodge 1787	Blue collar - custodial
Port Huron, Mich. Region 5, Public Buildings	4	NAPOGSME Local 334	Blue collar
Portland, Ore., Region 10 Public Buildings	59	NAPOGSME	Blue collar
Richmond, Va., Public Buildings	83	NAPOGSME, Local 346	Blue collar - maintenance
Sacramento, Calif., Region 9, Public Buildings	83	AFGE Lodge 2163	Blue collar
St. Louis, Mo. Public Buildings	250	NAPOGSME, Local 380	Blue collar - maintenance & custodial workers

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AGENCY	NUMBER IN UNIT	UNION	NATURE OF UNIT
<u>General Services Administration</u> (Contd.)			
St. Paul, Minn. Public Buildings	16	NAPOGSME Local 144	Blue collar - mechanical trades only
St. Paul, Minn. Region 6	66	AFGE Lodge 234	Blue collar employees except mechanical
San Francisco, Calif., Depot Warehouse, Supply Distributive Div. of Federal Supply Stores	76	AFGE Lodge 2170	Blue collar - warehouse
Wichita, Kan., Public Buildings	9	NAPOGSME Local 300	Blue collar - maintenance
<u>Government Printing Office</u>			
Chicago, Illinois Office	109	AFGE Lodge 1292	Basically blue collar
<u>Health, Education & Welfare</u>			
Social Security Administration: Baltimore, Md., Headquarters & Payment Center	8,682	AFGE Lodge 1923	WC office & clerical, includes professionals
Canton, Ohio, District Office	50	AFGE Lodge 2103	WC office & clerical
Chicago, Ill., Payment Center	1,200	AFGE Lodge 1395	WC office & clerical
Fitchburg, Mass., District Office	30	AFGE Lodge 1946	WC office & clerical
Florence, S. C., District Office	34	AFGE Lodge 1982	WC office & clerical
Kansas City, Mo., District Office	60	AFGE Lodge 1336	WC office & clerical
Kansas City, Mo., Payment Center	911	AFGE Lodge 1336	WC office & clerical
Miami, Fla., District Office	14	AFGE Lodge 2091	WC office & clerical
New York City Payment Center	1,000	AFGE Lodge 1760	WC office wide
Philadelphia, Pa., Payment Center	1,200	AFGE Lodge 2006	WC office & clerical
U. S. Public Health Service: Quarantine Service, Mexican Border Headquarters, Brownsville, Tex.	30	AFGE Lodge 1044	WC office wide
Quarantine Service, Laredo, Tex.	12	AFGE Lodge 1656	WC unit
<u>Interior</u>			
Bureau of Indian Affairs: Seattle, Washington	34	Council of NMEBA, Maritime Gov't Employees Organization & Radio Officers' Union	Employees of vessel USMV "North Star III"
Wakima Agency, Washington State	15	NFFE Local 341	Blue collar - exclude Foreman IV
Wapato Indian Irrigation Project Portland, Ore. area	100	NFFE Local 341	Blue collar - exclude Foreman IV
Bureau of Mines: Helium Activity, Amarillo & Exell, Tex.	9	AFGE Lodge 2104	Non-supervisory guards
Research Center, Morgantown, W. Va.	16	AFGE Lodge 1995	Blue collar - ungraded workers

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AGENCY	NUMBER IN UNIT	UNION	NATURE OF UNIT
Interior (Contd.)			
Bureau of Reclamation: Colorado River & Lower Sys- tem (Dredging Operation) Needles, Calif.	51	Operating Engineers, AFL- CIO Local 12	Blue collar - ungraded workers below Foreman II
Middle Rio Grande Project, N. Mex.	191	APGB Lodge 2246	BC-WC unit
Rio Grande Project, Power Plant Branch, El Paso	32	IBEW Local 611	Blue collar
Geological Survey: Branch of Map Reproduction, Publications Division, Washington, D. C.	114	Amalgamated Lithographers of America, Local 98	Non-supervisory lithographic wage employees
Branch of Special Maps, Wash., D. C. & Atlantic Area Cartography & Photo- grammetry Sections, Arling- ton, Va. & Branch of Tech- nical Illustrations, Silver Spring, Md.	135	ALA Local 98	Non-supervisory lithographic wage employees
Labor			
Bureau of Apprenticeship & Training, Region 6, Mich., Ohio, Ky.		APGE Lodge 1071	Basically WC unit
Departmental Offices, Wash., D. C.	4,000	APGE Lodge 12	WC - includes professionals, excludes reproduction ser- vice unit
Wage & Hour & Public Contract Division, Region 8, Dallas, Texas	200	APGE Lodge 2139	WC - Investigator & sup- porting clerical staff
National Labor Relations Board			
Cleveland, Ohio, 8th Regional Office Washington, D. C., Central Office	42	8th Region NLRB Amn. (Independent) NLRB Professional Amn.	WC - General Counsel's office professionals included Attorneys & those doing comparable legal work
Railroad Retirement Board			
Chicago Headquarters & all Field offices	1,977	Council of APGE Lodges in Railroad Retirement Board	Nation-wide unit, includes office, clerical & professional
Small Business Administration			
Bureau, Wash., Regional Office, includes Providence, R.I. Branch Office	66	APGE Lodge 2973	WC - administrative, specialists, clerical
Miami, Fla., Regional Office, Branch Office	17	APGE Lodge 99	WC - technical contract & loan specialists, excludes clerical

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AGENCY	NUMBER IN UNIT	UNION	NATURE OF UNIT
Treasury Department			
Office of Administrative Services, Washington, D.C.	118	AFGE Lodge 1688	Blue collar - Wage Board employees
U.S. Coast Guard, Elizabeth City, N. C.	230	IAM District 44, Lodge 2203	BC-WC combined; activity wide
U.S. Coast Guard, Woods Hole, Mass.	27	AFGE Lodge 1846	Blue collar - ungraded workers
Bureau of Engraving & Printing, Washington, D.C.	13	Int'l Union of Plateprinters, Dye Stampers & Engravers, AFL-CIO; Hanknote Engravers Guild No. 32	Shop unit - unskilled Engravers, Designer
Washington, D.C.	10	Painters, Decorators & Paperhangers, AFL-CIO Civil Service Local 1632	Craft unit
Washington, D.C.	3	Columbia Typographical Union, AFL-CIO, ITU Local 101	Compositor-Proofreader craft unit
Washington, D.C.	76	IAM District 44, Franklin Lodge 2135	Shop unit
Falls Church, Va.	44	IBEW, AFL-CIO Local 121	Craft unit
Washington, D.C.	19	Operating Engineers, AFL-CIO Local 99	Stationary engineers
Washington, D.C.	41	Int'l Brotherhood of Bookbinders, AFL-CIO; Journeymen Bookbinders Local 4	Craft unit
Washington, D.C.	33	Printing Pressmen, AFL-CIO Local 1	Craft unit
Washington, D.C.	27	Sheetmetal Workers, AFL-CIO, Local 258	Shop unit
Falls Church, Va.	3	Washington Assn. of Siderographers, AFL-CIO	Craft unit
Washington, D.C.	4	Washington Photoengravers Union Local 17 (Independent)	Craft unit
Washington, D.C.	181	Plate Printers, Dye Stampers & Engravers, AFL-CIO; Washington Plate Printers Local 2	Craft unit
Washington, D.C.	10	United Brotherhood of Carpenters Local 2456	Craft unit
Internal Revenue Service; Aberdeen, S.D., District Office	137	Nat'l Assn. of Internal Revenue Employees (NAIRE), Chapter 8 (Independent)	WC office wide
Anchorage, Alaska District Office	88	NAIRE Chapter 69	WC office wide
Augusta, Me., District Office	185	NAIRE Chapter 7	WC office wide
Boise, Idaho District Office	143	NAIRE Chapter 5	WC office wide
Buffalo, N.Y. District Office	497	NAIRE Chapter 58	WC office wide
Cheyenne, Wyo. District Office	101	NAIRE Chapter 31	WC office wide
Denver, Colo., District Office	397	NAIRE Chapter 32	WC office wide
Des Moines, Iowa, District Office	504	NAIRE Chapter 4	WC office wide
Fargo, N.D., District Office	117	NAIRE Chapter 2	WC office wide
Hartford, Conn., District Office	634	NAIRE Chapter 18	WC office wide

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AGENCY	NUMBER IN UNIT	UNION	NATURE OF UNIT
Treasury Department (Contd.)			
Internal Revenue Service (Contd.)			
Honolulu, Hawaii, District Office	131	NAIRE Chapter 35	WC office wide
Jacksonville, Fla., District Office	57	NAIRE Chapter 16	WC office wide
Kansas City, Mo., District Office	434	NAIRE Chapter 36	WC office wide
Milwaukee, Wisc., District Office	712	NAIRE Chapter 1	WC office wide
Nashville, Tenn., District Office	434	NAIRE Chapter 39	WC office wide
Newark, N.J., District Office	1,098	NAIRE Chapter 60	WC office wide
Oklahoma City, Okla., District Office	448	NAIRE Chapter 45	WC office wide
Omaha, Neb., District Office	304	NAIRE Chapter 3	WC office wide
Omaha, Neb., Regional Commissioner's Office	349	NAIRE Chapter 3	WC office wide
Omaha, Neb., Regional Inspector's Office	9	NAIRE Chapter 3	WC office wide
Philadelphia, Pa., District Office	1,165	NAIRE Chapter 22	WC office wide
Phoenix, Ariz., District Office	281	NAIRE Chapter 33	WC office wide
Pittsburgh, Pa., District Office	840	NAIRE Chapter 34	WC office wide
Portland, Ore., District Office	441	NAIRE Chapter 40	WC office wide
Portsmouth, N. H., District Office	130	NAIRE Chapter 11	WC office wide
Providence, R.I., District Office	205	NAIRE Chapter 54	WC office wide
St. Paul, Minn., District Office	633	NAIRE Chapter 29	WC office wide
Salt Lake City, Utah, District Office	203	NAIRE Chapter 17	WC office wide
San Francisco, Calif., District Office	1,289	NAIRE Chapter 20	WC office wide
Seattle, Wash., District Office	651	NAIRE Chapter 30	WC office wide
Syracuse, N.Y., District Office	403	NAIRE Chapter 57	WC office wide
Wichita, Kansas, District Office	436	NAIRE Chapter 51	WC office wide
Wilmington, Del., District Office	152	NAIRE Chapter 56	WC office wide
Veterans Administration			
Beckley, W. Va., Hospital	145	AFGE Lodge 2198	Nonprofessional; hospital wide
Bronx, N.Y., Hospital	1,331	AFGE Lodge 1163	Nonprofessional; hospital wide
Brooklyn, N.Y., Regional Office	150	AFGE Lodge 2097	WC - office wide, includes professionals
Fayetteville, Ark., Hospital	181	AFGE Lodge 2201	Nonprofessional; hospital wide
Fort Springs, S.D., Administrative Center & Hospital	350	AFGE Lodge 1539	Basewide - Hospital & domiciliary center - includes professional
Houston, Tex., Hospital	1,000	AFGE Lodge 1633	Nonprofessionals; hospital wide
Kennett, Iowa, Hospital	786	AFGE Lodge 1226	Nonprofessionals; hospital wide
Lebanon, Pa., Hospital	629	AFGE Lodge 1966	Nonprofessionals; hospital wide

AGENCY	NUMBER IN UNIT	UNION	NATURE OF UNIT
Veterans Administration (Cont'd.)			
Los Angeles, Calif., Regional Office	629	AFGE Lodge 490	White collar - office wide
Madison, Wisc., Hospital	317	AFGE Lodge 1732	Nonprofessional; hospital wide
Montrose, N.Y., Hospital	312	Montrose Employees Union Council of Local 2440, Utd. Brotherhood of Carpenters & Local 178, Hotel & Restaurant Employees	Wage administration unit
Mountain Home, Tenn., Administrative Center & Hospital	750	AFGE Lodge 1687	Basewide - hospital & docu- mentary center - includes professionals
Murfreesboro, Tenn., Hospital	751	AFGE Lodge 1944	Nonprofessional; hospital wide
St. Cloud, Minn., Hospital	708	AFGE Lodge 390	Nonprofessional; hospital wide
San Francisco, Calif., Regional Office	599	AFGE Lodge 1159	WC - office wide, includes professionals
Tuscaloosa, Ala., Hospital	524	AFGE Lodge 131	Nonprofessional; hospital wide
Waco, Tex., Hospital	1,268	AFGE Lodge 1822	Nonprofessional; hospital wide
Wilkes-Barre, Pa., Hospital	500	AFGE Lodge 1699	Nonprofessional; hospital wide

* Asterisk indicates that exclusive status has been obtained but final recognition still is pending.

CONTRACTS**PUGET SOUND NAVAL SHIPYARD AND BREMERTON METAL TRADES COUNCIL**

This agreement, executed July 18, 1963, covers over 9,000 employees of the U.S. Naval Shipyard at Bremerton, Wash. It is the first naval shipyard agreement to be negotiated under Executive Order 10988.

The Bremerton Metal Trades Council, AFL-CIO, is recognized as exclusive bargaining agent for all eligible employees, except professionals, at the yard. But this recognition is subject to change because of petitions for separate bargaining units filed by the American Federation of Technical Engineers and the Pattern Makers Association before MTC made its bid for the all-inclusive unit.

Cornelius J. Peck has been appointed by the Secretary of Labor to hear and make recommendations on the requests for separate units. Recently, in a similar case at the Long Beach Naval Shipyard, Peck recommended that the Navy grant AFTE's request for a separate technical unit.

Both AFTE and the Pattern Makers are members of the Bremerton Metal Trades Council, and, as such, are listed as parties to the present agreement. A spokesman for the Council says the Council does not contest the requests for separation of the technical and craft units. The technicians, he points out, are graded employees and have interests distinct from the basic blue collar unit, while the Pattern Makers traditionally have insisted on preserving their "craft identity."

The agreement lists as appropriate matters for negotiation or consultation between the parties policies, programs, and procedures related to working conditions which are within the discretion of the employer, including but not limited to such matters as safety, training, labor-management cooperation, employee services, methods of adjusting grievances, appeals, leave, promotion plans, demotion practices, pay practices, reduction-in-force practices, and hours of work.

Alternate procedures are provided for settling employee grievances "involving the interpretation or application of this agreement or any alleged violation thereof, or involving cases where the employer has discretion in the interpretation or application of agency policies and regulations."

The aggrieved employee has the option of taking his complaint through the established Navy grievance procedure under NCPI (Navy Civilian Personnel Instructions), or through the four-step grievance procedure set forth in the agreement. The contractual grievance procedure terminates with advisory arbitration. Arbitration costs are to be shared equally by the Navy and the union, "provided that the per diem cost to the Navy shall not exceed that authorized by law for experts and consultants."

Article XIX of the agreement concerns the often difficult matter of craft jurisdiction. In this section, the Navy "agrees to be guided in the assignment of work by any mutual agreements between the unions involved," but, in accordance with Section 7 of E.O. 10988, "retains the basic right to assign work in the manner considered best to maintain the efficiency of Government operations."

Should yard management find it necessary to issue "significant job order assignments contrary to trade lines previously accepted in the Shipyard," advance notice will be given to the Council, and, "whenever practicable," the Council will be given an opportunity to express its views on the matter.

And if disputes over work assignments arise among Council affiliates, the Council is obliged by the agreement to do all it can to arrange an equitable settlement. For its part, the Navy agrees to assign work in accordance with such agreement provided it is consistent with the best interests of the Government."

The Council will appoint a five-man Conference Committee to meet periodically with the Shipyard Commander and his designated representatives "to discuss appropriate matters." The Navy further agrees to recognize a reasonable number of ship stewards or craft committeemen who may receive and investigate, but not solicit, employee complaints or grievances on government time.

Officers of the Council, national officers of the AFL-CIO Metal Trades Department, and other union representatives are to be admitted to the yard to consult management representatives during working hours. But, the contract states, "Such visits shall be governed by the National Security Regulations, and the employer reserves the right to require that such visitors be escorted by a representative of the Employer during his [sic] stay in the Shipyard."

Other sections of the agreement cover hours of work, assignment of overtime, holiday work, promotions and demotions, reviews of job descriptions and ratings, reductions in force, rehiring procedures, annual leave and sick leave privileges, and wage surveys.

Under this last provision, the Navy agrees to forward promptly to the Area Wage and Classification Office requests by the Council for wage surveys, and to notify the Council as soon as a date is set for a survey. Further, the Navy agrees to appoint an observer to the Area Wage Survey Committee from a list of at least two nominees submitted by the Council, and to include a "representative number" of individuals with shop experience among data collectors requested by the Area Wage Survey Committee.

The agreement is effective for a one-year period. Text follows:

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NEGOTIATED AGREEMENT UNDER E. O. 10988

PREAMBLE

This AGREEMENT is made by and between the PUGET SOUND NAVAL SHIPYARD hereinafter referred to as the "Employer" and the BREMERTON METAL TRADE COUNCIL, AFL-CIO, hereinafter referred to as the "Council." The Council is composed of affiliated unions of national or international organizations. The affiliated locals having members employed in the Shipyard are listed in APPENDIX I hereto.

WITNESSETH

In consideration of the mutual covenants herein set forth, the parties hereto intending to be bound by the terms and conditions hereof, do hereby agree as follows:

WHEREAS it is the intent and purpose of the parties hereto to promote and improve the well-being of employees within the meaning of Executive Order 10988, to establish a basic understanding and mutual respect, practices and procedures to provide means for other conditions of employment of matters of mutual interest at the Puget Sound Naval Shipyard, Now, therefore

Article I - Recognition and Unit Designation

The Employer hereby recognizes that the Council is the exclusive representative of all employees (as defined in Section 2 below), and the Council recognizes the responsibilities of representation of all such employees (without discrimination and without regard to employee organization membership) with respect to grievances, personnel policies, practices and procedures or other matters affecting their general working conditions, subject to the express limitations set forth in Articles II and IV below.

Section 2. The unit to which this AGREEMENT is applicable is composed of all eligible employees in the Puget Sound Naval Shipyard except the professional employees.

Article II - Rights of Employee

Section 1. It is agreed that the customary and usual rights, powers, functions and authority of management are vested in management officials of the Employer, included in these rights in accordance with applicable laws and regulations, but not limited thereto, is the right to direct the work force; the right to hire, promote, retain, transfer and assign employees in positions; the right to suspend, discharge, demote or take other disciplinary action against employees, and the right to release employees from duties because of lack of work or for other legitimate reasons. The Employer shall retain the right to maintain efficiency of its operations by determining the methods, the means and the personnel by which such operations are conducted and shall also have the right to take whatever actions may be necessary to carry out assigned missions in an emergency situation.

Section 2. The right to make reasonable rules and regulations shall be considered acknowledged functions of the Employer. In making rules and regulations relating to personnel policy, procedures, and practices and matters of working conditions, the Employer shall give due regard and consideration to the rights of the Council and the employees and to the obligations imposed by this AGREEMENT and the provisions of Executive Order 10988; however, such obligation and regard shall not be construed to extend to such areas of discretion and policy as the functions or mission, the budget, organization, assignment of personnel, the technology of performing work, or matters pertaining to the National security.

Article III - Rights of Employee

Section 1. The Employer and the Council agree that employees shall have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to form, join and assist any employee organization or to refrain from any such activity. Except as expressly provided hereinafter and in Executive Order 10988, the freedom of such employees to assist any employee organization shall be recognized as extending to participation in the management of the organization and acting for the organization in the capacity of an organization representative, including presentation of its views to officials of the executive branch, the Congress or other appropriate authority. The Employer shall take such action, consistent with law or with directives from higher authority, as may be required in order to assure the employees are apprised of the rights described in this Article, and that no interference, restraint, coercion or discrimination is practiced within the Shipyard to encourage or discourage membership in any employee organization.

Section 2. The Employer and the Council further agree that the rights described in this Article do not extend to participation in the management of an employee organization, or acting as a representative of any such organization, where such participation or activity would result in a conflict of interest or otherwise be incompatible with law or with the official duties of the employee.

Article IV - Provisions of Law and Regulation

It is agreed and understood by the Employer and the Council that nothing in this AGREEMENT shall be so interpreted or construed as to conflict with the provisions of NCPI 721 and any other applicable existing or future laws or regulations of the Federal Government, including but not restricted to those rules and regulations issued by the Civil Service Commission, the Department of Defense and the Department of the Navy including the Bureau of Ships, which may be set forth in the Federal Personnel Manual, the Federal Code of Regulations, other provisions of the Navy Civilian Personnel Instructions, U. S. Navy Regulations, General Orders of the Secretary of the Navy, and Bureau Directives.

Article V - Appropriate Matters

It is agreed and understood that matters appropriate for negotiation or consultation between the parties are policies, programs, and procedures related to working conditions which are within the discretion of the Employer, including but not limited to such matters as safety, training, labor-management cooperation, employee services, methods of adjusting grievances, appeals, leave, promotion plans, demotion practices, pay practices, reduction-in-force practices, and hours of work.

Article VI - Council Representation

Section 1. The Council will designate a Conference Committee of five members which will meet with the Shipyard Commander and his designated representatives on a mutually agreeable regular basis to discuss appropriate matters. Alternates may be named to attend in the absence of a member. The Council will keep the Employer advised in writing of the names of the Conference Committee members.

Section 2. The Employer agrees to recognize a reasonable number of shop stewards or craft committeemen (hereinafter referred to as Council Representatives which term also includes the Conference Committee members of the Council) duly authorized by the Council as the representatives of a particular area or craft on appropriate matters or grievances arising within that area or craft. The Council shall supply the Employer in writing and shall maintain with the Employer on a current basis, a complete list of all authorized Council Representatives together with the designation of the area or craft each is authorized to represent.

Section 3. The Council Representatives shall represent the Council and the employees of their designated area of representation in meeting with officials of the Employer to discuss appropriate matters of mutual interest. They may receive and investigate, but shall not solicit, complaints or grievances of employees on government time or property. Solicitation of memberships and activities concerned with the internal management of employee organizations such as the collection of dues, membership meetings, campaigning for officers, conduct of elections and distribution of literature or

authorization cards will not be conducted during working hours.

Section 4. Council Representatives, when leaving their work, shall first obtain permission from their immediate supervisor. Permission shall also be obtained from the cognizant immediate supervisor of any employee being contacted. The supervisors' permission in these instances normally will be granted. The employees will report their return to work to their supervisors.

Section 5. Reasonable time during working hours ("time allowed") will be allowed Council Representatives for attendance at meetings with the Employer. Reasonable time will also be allowed for Representatives to discuss with employees grievances and appropriate matters directly related to the work situations in their area or craft. Council Representatives will guard against the use of excessive time in the handling of such matters.

Section 6. Under normal circumstances the Employer agrees that no member of the Council Conference Committee or designated over-all chairman of the shop stewards or craft committeemen will be transferred from one work shift or shop to another. When such transfers are necessary the Employer will give prior notification to the Council if possible.

Section 7. The Employer agrees that Officers Department and national officers of the Metal Trades of the Council, whether duly designated representatives of the Council or not active employees of the Shipyard, may be admitted to the Yard, upon approval of a request to the Employer (IRO) by the Council, for the purpose of meeting with officials of the Employer during working hours. With officials of the Employer the National Security Representative shall be governed by reserves the right to require such visits to be escorted by a representative of such visit to be stay in the Shipyard.

Article VII - Hours of Work

Section 1. Establishment of a standard work week, normally Monday through Friday, is authorized by NCPI. The provisions of notification to the Employer shall be observed by the Employer in consonance with. Work to be done by employees who are assigned to basic work weeks which include Saturday or Sunday as scheduled work days will normally include:

- Work not available to be accomplished Monday through Friday.
- Routine service type functions such as outlined in NCPI 610 and applicable Bureau directives.
- Unforeseen or unscheduled work of a minor nature.

Section 2. The standard work day shall consist of eight (8) hours of work which normally shall be from 7:40 a.m. to 11:40 a.m. and from 12:20 p.m. to 4:20 p.m. for the first (1st) or day shift; from 4:10 p.m. to 8:10 p.m. and from 8:30 p.m. to 12:30 a.m. for the second (2nd) or swing shift; and from 12:30

for the day released from duty. Subsequent days of absence shall be subject to the provisions of Section 1 of this Article and applicable regulations.

Article XII - Annual Leave

Section 1. Annual leave is a privilege afforded by law. Employees shall accrue annual leave in accordance with regulations. Approval of an employee's request for annual leave may be granted, subject to the needs of the Employer, when his request is submitted with reasonable advance notice. Approval of request for annual leave for unforeseen reasons will be considered as the circumstances warrant.

Section 2. Every reasonable attempt consistent with the work load will be made to satisfy the desires of the employee with respect to the approving of extended annual leave for vacations. When the Employer finds it necessary to cancel previously approved leave, the reasons for such action will be explained to the affected employee(s). Further, however, the Employer reserves the right, in accordance with NCP 630, to place an employee on annual leave whenever it is deemed expedient to do so for administrative reasons.

Section 3. If the Employer schedules or effect a shutdown of activities for vacation purposes, reasonable effort will be made by the Employer to provide work for employees who do not have annual leave credits.

Article XIII - Leaves of Absence

Employees normally will be granted accrued annual leave or leave without pay to accept temporary employment or organizations as defined in Executive Order 10988. Employees may be granted leave of absence with or without pay for other purposes in accordance with the provisions of the applicable NCP.

Article XIV - Promotions and Assignments

Section 1. It is agreed that the Employer will make a reasonable effort to utilize to the maximum the skills and talents of its employees in order to achieve the resulting benefits of higher morale and reduced turnover. Therefore consideration will first be given to filling vacant positions by promotion of shipyard employees. The Council recognizes that other methods of filling positions are available to management such as reassignment, transfer, promotion and selection from civil service certificates.

Section 2. Normally, promotional opportunities will be advertised through posting on official bulletin boards within the area of consideration and by publication in at least one issue of The Salute. Announcements will remain open a minimum period of seven calendar days when advertising is within the shipyard.

Section 3. When an employee in the unit is temporarily assigned as an acting supervisor for more than 30 consecutive calendar days, a temporary promotion will be made under applicable rules and regulations.

Article XV - Reassignments

Section 4. When an employee in the unit is temporarily assigned to a higher level nonproductive position for more than 30 consecutive calendar days or more than 30 consecutive calendar days, a temporary promotion will be made under applicable rules and regulations.

When an employee in the unit has been changed to a lower grade as a result of reduction-in-force action, it is agreed that he will be given first consideration for reassignment to a vacant position in the unit. If he is eligible, provided that he has no desire to resign, he is agreed to be considered for reassignment to a vacant position in the unit.

Article XVI - Disiplinary Actions

Section 1. Prior to receipt of a request for a hearing from the affected employee, the Employer will hold any information relating to a proposed disciplinary action such as suspension, demotion, or removal, to be a privileged and private matter between the Employer and the employee even though the employee may divulge such information as he deems such a hearing. When any employee agrees to a hearing, the Employer agrees to make a reasonable effort to avoid or minimize a reduction in force by adjusting the work force through promotion, reassignment, or transfer of an employee to available vacancies for which they are qualified.

Section 2. The Employer agrees to notify the Council of the necessity for a reduction in force as far in advance as practicable and of the reasons therefor. The Employer also agrees to inform the Council of the affected employees, when this information is available.

Section 3. It is agreed that the Employer will make a reasonable effort to utilize to the maximum the skills and talents of its employees in order to achieve the resulting benefits of higher morale and reduced turnover. Therefore consideration will first be given to filling vacant positions by promotion of shipyard employees. The Council recognizes that other methods of filling positions are available to management such as reassignment, transfer, promotion and selection from civil service certificates.

Section 2. Normally, promotional opportunities will be advertised through posting on official bulletin boards within the area of consideration and by publication in at least one issue of The Salute. Announcements will remain open a minimum period of seven calendar days when advertising is within the shipyard.

Section 3. When an employee in the unit is temporarily assigned as an acting supervisor for more than 30 consecutive calendar days, a temporary promotion will be made under applicable rules and regulations.

Article XVII - Retirement

Section 1. It is agreed that the Employer will make a reasonable effort to utilize to the maximum the skills and talents of its employees in order to achieve the resulting benefits of higher morale and reduced turnover. Therefore consideration will first be given to filling vacant positions by promotion of shipyard employees. The Council recognizes that other methods of filling positions are available to management such as reassignment, transfer, promotion and selection from civil service certificates.

Section 2. Normally, promotional opportunities will be advertised through posting on official bulletin boards within the area of consideration and by publication in at least one issue of The Salute. Announcements will remain open a minimum period of seven calendar days when advertising is within the shipyard.

Section 3. When an employee in the unit is temporarily assigned as an acting supervisor for more than 30 consecutive calendar days, a temporary promotion will be made under applicable rules and regulations.

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or cessation of labor saving devices, provided cost of such training is not excessive and if the employee has the necessary aptitude as determined by the Employer.

Article XVII - Internal Reviews of Job Descriptions and Ratings

Section 1. When an employee alleges inequities in his position classification or job rating, he shall be furnished information on the appeal rights and procedures set forth in NCPIs 512 or 531. He may elect to be represented or assisted by a Council representative in discussing the matter with his supervisor or with representatives of the Industrial Relations Office in reviewing classification standards or rating definitions that pertain to his rating or position, or in pursuing an appeal under the provisions of NCPI 512 or 531.

Section 2. It is agreed that the Employer will advise the Council or such as practicable when a job rating is to be changed to a lower pay level, and normally at least 30 days prior to effecting personnel action.

Section 3. The Council may make representations and present supporting evidence to the Employer regarding the adequacy or equity of position classification standards and the assignment of ungraded ratings to wage levels.

Article XIX - Jurisdiction

Section 1. The matter of jurisdictional boundaries between and among crafts for the purpose of establishing a claim to the work is recognized as an appropriate subject for determination by the various unions affiliated with the Council, and the Council will advise the Employer of agreements reached. The Employer agrees to be guided in the assignment of work by any mutual agreements between the unions involved, but in accordance with Section 7 of S.O. 10984, the Employer retains the basic right to assign work in the manner considered best to maintain the efficiency of Government operations.

Section 2. When, because of work load or other reasons, the Employer proposes to make significant job order assignments contrary to trade lines previously accepted in the Shipyard, then whenever practicable, the Council will be advised of the intended action and given an opportunity to express its views to the Employer.

Section 3. It is agreed that in the event of a dispute over cognate work between employee crafts within the unit, the Council will make every effort within its power to bring the disputing crafts together, will provide them with all possible assistance, and will prevail upon them to reach an agreement that is equitable to all concerned. In the process, the Council agrees to consider management's position if requested by the Employer. The Council will communicate to the Employer any agreement reached by the disputants and the Employer will assign work in accordance with such agreement provided it is consistent with the best interests of the Government. Nothing in the foregoing shall act to restrict the accomplishment of work pending resolution

of any dispute or to restrict the Employer in his right to assign work.

Section 4. In case of new work of significant volume where, in the opinion of the Employer, there is reasonable doubt as to the respective jurisdictional claims of the crafts, it is agreed that the Employer will, whenever practicable, discuss the matter with the Council before issuing job order assignments.

Section 5. Reasonable time will be allowed Council representatives to discuss trade assignments within the bounds of the preceding sections.

Article XX - Apprentice Programs and Training for New Job Ratings

Section 1. It is agreed that both the Employer and the Council will establish Apprentice Committees of not less than three nor more than five members each to maintain a cooperative interest in the apprentice training program. The Committees will meet jointly at appropriate times to consider suggestions or recommendations for the improvement of apprentice training but will not concern themselves with such matters as trades apprenticed, number of apprentices called, or the selection of individuals to be apprenticed. It is further agreed that the Employer will maintain an apprentice program consistent with the considerations and instructions of NCPI 410, 10. Apprenticeship programs shall meet the standards prescribed by the appropriate naval authorities.

Section 2. In recognition of the mutual advantages to the Shipyard and to the employee, the Employer agrees to make a reasonable effort to utilize existing employees when training is determined to be necessary for new job ratings. Selection for such training shall be consistent with pertinent criteria such as those listed in NCPI 410, 3-4.

Article XXI - Safety

Section 1. The Employer will exert every reasonable effort to provide and maintain safe working conditions and industrial health protection for the employees using the United States Navy Safety Precautions (OPNAV 34PI) as a guide. The Council will cooperate to that end and will encourage all employees to work in a safe manner.

Section 2. It is recognized that each employee has a primary responsibility for his own safety and an obligation to know and observe safety rules and practices as a measure of protection for himself and others. The Employer will welcome at any time, from any individual employee or from any employee organization, suggestions which offer practical and economically feasible ways of improving safety conditions.

Section 3. It is agreed that the Council will nominate at least eight employees of the unit, five of whom will be appointed by the Employer to serve as the Council's representatives on the Masters' Safety Committee as constituted by NAVSHIPYDBREM Instruction 5100, 1B of 4 February 1963. Of the five

employees so appointed, two will be selected to serve on the Steering Committee.

Section 4. In the course of performing their normally assigned work, Council Representatives will be alert to observe unsafe practices, equipment and conditions as well as environmental conditions in their immediate area which represent industrial health hazards. When unsafe or unhealthy conditions are observed by the Council Representatives, they should report them to the cognizant immediate supervisor. When such safety and industrial health matters are of general shipyard interest, the Council may present the problem to the Masters' Safety Committee, or bring the matter to the attention of appropriate higher level supervision for mutual consideration by the Employer and the Council.

Section 5. Prompt ambulance service and first aid to injured employees will be provided on all shifts.

Section 6. The Council and the Employer will make every effort to prevent accidents of any kind, particularly those of a more serious nature involving personnel injury and lost time. Should such accidents occur, however, a prime consideration will be the welfare and comfort of injured personnel.

Section 7. When it becomes known that an accident has resulted in a disabling work injury, the Employer agrees to notify the Council promptly of the circumstances.

Article XXII - Committee Assignments

The Employer agrees that the Council may have representatives on the boards and committees, not covered elsewhere in this AGREEMENT, as follows:

a. Puget Sound Naval Shipyard Recreation Board of Directors, one member.

b. Puget Sound Naval Shipyard Incentive Awards Committee.

(1) Beneficial Suggestion Panel - two members.
(2) Superior Accomplishment Panel - one member.

c. Puget Sound Naval Shipyard Restaurant Board of Trustees, two members.

For each Council membership on the above specified boards and committees, the Council shall furnish the names of at least two nominees, who are Shipyard employees, one of whom will be selected by the Employer to serve one term. No Council representative shall serve on the same board or committee for more than two consecutive terms.

Article XXIII - Publicity

Section 1. The Employer will make a reasonable amount of space available on unofficial bulletin boards, and when requested by the Council will post Council notices of meetings, recreational or social affairs, elections, results of elections, or other appropriate literature. Such notices must meet the criteria of NCP 721 and must have an approved for posting stamp affixed by the appropriate management official prior to posting.

Section 2. The Employer will also publish in The Salute, on a space available basis, similar notices.

Approval of such items will be accomplished during reviews of page proofs prior to printing.

Article XXIV - Grievance Procedure

Section 1. The purpose of this Article is to provide for a mutually satisfactory method for settlement of employee grievances involving the interpretation or application of this AGREEMENT or any alleged violation thereof, or involving cases where the Employer has discretion in the interpretation or application of agency policies and regulations. Appeals from adverse action or complaints resulting from the following types of actions shall not be considered under this Article, or Article XXV, Arbitration.

- (1) Reduction in force;
- (2) Position classification;
- (3) Performance ratings and performance rating warnings;
- (4) Discrimination under E. O. 10825, equal employment opportunity policy;
- (5) Incentive awards;
- (6) Adverse actions under P. L. 733, 8th Congress, E. O. 10480 and failure to be cleared for sensitive duties;
- (7) Ungraded rating determinations, wage determinations, and wage alignments;
- (8) Nonselection for promotion when the sole basis for the grievance is an allegation by the employee that he is better qualified than the person selected;
- (9) Letters of caution or requirement.

Section 2. The following procedure shall be adhered to in cases to which this Article applies:

Step 1. The grievance shall first be taken up by the aggrieved employee or employees with the immediate supervisor involved. If he chooses, the employee or employees may be represented or accompanied by the Council Representative (Steward) or a fellow employee. The supervisor must give his answer within three (3) working days. Most grievances should be settled at this level.

If no satisfactory settlement is reached at this level the aggrieved employee shall indicate in writing his choice of either the Council grievance procedure, as specified in this Article, or the Navy grievance procedure under NCP. In the event the aggrieved employee selects the Navy grievance procedure, the Council, if not the chosen representative of the employee, shall be given the opportunity to be present at discussions between the Employer and employee or employee representatives concerning the grievance, and at the appropriate time to make the views of the Council known should they so desire.

Step 2. If the Council grievance procedure has been selected and a satisfactory settlement has not been reached between the employee, the Council Representative (Steward) and the supervisor the following procedure shall apply. The grievance shall be reduced to writing on a form mutually

agreed to by the Employer and the Council and submitted by the Council within three (3) working days to the Group Master in the Production Department, or otherwise to the head of the division or department involved, as appropriate, who, with the supervisors concerned shall meet and discuss the grievance with the aggrieved employee and the Council Representatives within three (3) working days after receipt of the written grievance.

If no satisfactory settlement is reached at this level within five (5) working days, then the grievance may within ten (10) working days be referred to the appropriate Council Officer for processing directly with the head of the activity.

Step 3. Upon request of the appropriate Council Officer, the head of the activity or his designated representative shall arrange to meet, within five (5) working days from the time he is requested to do so, with the aggrieved employee, the Council Representatives previously involved and the appropriate Council Officers in an effort to reach a satisfactory settlement of the grievance. In the event a satisfactory settlement is reached at either Step 2 or Step 3 such settlement shall be reduced to writing and copies supplied to all parties concerned.

If the Council is not satisfied with the decision of the Employer, they may, but only with the approval of the employee concerned, within thirty (30) calendar days thereafter make formal written request to the Employer that such unresolved grievance be submitted to impartial arbitration in accordance with Article XXV, for an advisory decision or recommendation on the disposition which the parties should make of the grievance.

Section 3. Any grievance not taken up with the employee's immediate supervisor within fifteen (15) working days after the occurrence of the matter out of which the grievance arose, shall not be presented nor considered at a later date except cases where the employee was not aware of being aggrieved. Extensions may be mutually agreed upon to provide for unusual cases.

Section 4. At each and every step of the grievance procedure the Council and the Employer may call a reasonable number of relevant employee witnesses who shall suffer no loss of pay for such service. The Employer shall, upon request, permit Council inspection of pertinent payroll and other records insofar as permissible without violating laws, regulations or government policy, for the purpose of substantiating the contentions or claims of the parties, well in advance of the formal third step of the grievance procedure.

Section 5. Failure of the Employer or the Council to meet the time limits prescribed above shall constitute cause for personal consultation between the Employer and the Council for the purpose of rectifying the situation.

Section 6. The Employer and the Council recognize and endorse the importance of bringing to light and adjusting grievances promptly. The initiation of a grievance in good faith by an employee should not cast

any reflection on his standing with his supervisor or on his loyalty and desirability to the organization, nor should the grievance be considered as a reflection on the employee's supervisor.

Article XXV - Arbitration

Section 1. If the Employer and the Council fail to settle any grievance processed in accordance with the Council grievance procedure of Article XXIV of this AGREEMENT, then such grievance shall, upon written request by the party desiring arbitration and with the approval of the employee concerned, be referred to advisory arbitration. Such written request must be submitted not later than 30 calendar days following the conclusion of the last (3rd) step of the grievance procedure.

Section 2. Within seven (7) working days from the date of receipt of the arbitration request, the parties shall meet for the purpose of endeavoring to agree on the selection of an arbitrator. If agreement cannot be reached, then either party may request the Federal Mediation and Conciliation Service to submit a list of five (5) impartial persons qualified to act as arbitrators. The parties shall meet within three (3) working days after the receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, then the Employer and the Council will each strike one arbitrator's name from the list of five (5) and shall then repeat this procedure. The remaining name shall be the duly selected arbitrator.

Section 3. The fee and expenses of the arbitrator shall be borne equally by the Employer and the Council provided that the per diem cost to the Navy shall not exceed that authorized by law for experts and consultants. The cost of a shorthand reporter or reporter, if requested by the arbitrator, shall be shared equally by the parties. The arbitration hearing shall be held during the regular day shift work hours of the basic work week and all employee representatives, employee appellants and employee witnesses shall be in a pay status without charge to annual leave while participating in the arbitration proceedings.

Section 4. The arbitrator will be requested by the parties to render his decision as quickly as possible but in any event no later than 30 calendar days after the conclusion of the hearings unless the parties otherwise agree.

Section 5. It is recognized and agreed that arbitration as provided herein is advisory in nature with any decision or recommendations subject to the approval of the Employer. It is further recognized that arbitration shall be invoked only with the approval of the individual employee or employees concerned.

Article XXVI - Duration and Changes

Section 1. This AGREEMENT shall remain in full force and effect for one year from the date executed, and thereafter until the expiration of 60 calendar days following the giving of written notice by either party to the other party of its desire to terminate this

AGREEMENT in its entirety, or of its desire to effect changes herein by amendment as provided for in Section 2 below, provided that the AGREEMENT shall not exceed two years in duration from the date of the original execution; and provided further that this AGREEMENT shall terminate automatically effective with any date on which it is determined that the Council is no longer entitled to exclusive recognition in accordance with the provisions of Executive Order 10968.

Section 2. By mutual consent of the parties, this AGREEMENT may be opened at any time for amendment. Any request for amendment shall be in writing and must be accompanied by a summary of the amendment or amendments proposed. Within a reasonable time of receipt of such request, representatives of the Employer and the Council will meet to negotiate the matter, and no changes other than those covered by the summary shall be considered. Agreement shall be evidenced by written amendment duly executed by both parties. No other type of change to this AGREEMENT shall be recognized.

Section 3. Amendment to this AGREEMENT may be required because of changes in applicable laws, rules, regulations or policies issued by higher authority after the effective date of this AGREEMENT. In this event the parties will meet for the purpose of negotiating new language that will meet the requirements of such higher authority. Such amendments will be duly executed and will become effective on a date determined to be appropriate under the circumstances.

Section 4. All provisions of this AGREEMENT not currently in effect shall become effective within 30 calendar days from the date of execution indicated below.

APPENDIX 1

Organizations affiliated with the BREMERTON METAL TRADES COUNCIL which have members employed in PUGET SOUND NAVAL SHIPYARD:

American Federation of Government Employees, Local #48
American Federation of Technical Engineers, Architects, Draftsmen, Local #12
International Association of Machinists, Nipic Lodge #282
Brotherhood of Painters, Decorators, and Paperhangers of America, Local #1208
United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, Local #631
International Association of Heat and Frost Insulators and Asbestos Workers, Local #62
International Brotherhood of Boilermakers, Blacksmiths, Iron Shipbuilders, Welders, and Helpers of America, Local #290

IN WITNESS WHEREOF the parties hereto have executed this AGREEMENT on this Eighteenth day of July, 1963.

For the Council

/s/ PAUL C. WARNER
President

Bremerton Metal Trades Council

/s/ GEORGE O. GIBLETT
Negotiating Committee

Bremerton Metal Trades Council

/s/ THOMAS W. LANDON
Secretary

Bremerton Metal Trades Council

For the Employer

/s/ FLOYD B. SCHULTZ

Reel Admiral, U. S. Navy

Commander, Puget Sound

Naval Shipyard

/s/ WALLACE H. GARRETT

Captain, U. S. Navy

Negotiating Committee

Puget Sound Naval Shipyard

/s/ A. E. HUGUENIN

Recorder

Negotiating Committee

Puget Sound Naval Shipyard

International Brotherhood of Electrical Workers, Local #574
International Molders and Foundry Workers' Union, Local #158
International Union of Operating Engineers, Local #775
Metal Polishers, Buffers, Platers, and Helpers' International Union, Local #101
Patternmakers' League of North America, Bremerton Branch of the Seattle Association
Sheet Metal Workers' International Association (Coppermiths, Local #463)
Sheet Metal Workers' International Association (Sheet Metal, Local #274)
United Brotherhood of Carpenters and Joiners of America, Local #2317
International Jewelry Workers' Union, Local #61
Ship Dealers, Dry Dock and Miscellaneous Boat Yard Workers' Union International Hod Carriers', Building and Common Laborers' Union of America, Local #541

ARBITRATIONS

ARBITRATOR PHILIP TAFT'S ADVISORY OPINION ON APPROPRIATE BARGAINING UNIT FOR BOSTON NAVAL SHIPYARD

In the matter of the unit determination involving
the U. S. Department of the Navy

Boston Naval Shipyard and Navy Department:

Neal Ellis, Counsel, Industrial Relations,
Washington, D. C., Boston Naval Shipyard
and Navy Department.

Daniel C. Healy, Head of Industrial Relations,
Boston Naval Shipyard.

Frank C. Jones, Captain, Commander, Boston
Naval Shipyard.

Pattern Makers Association of Boston & Vicinity:

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N. W., Washington, D. C.

Gussey Hallstrom, General President of Local,
American Federation of Technical Engineers:

David S. Bow, 1908 Tower Building,
Washington, D. C.

Max Shino, Field Representative,
Washington, D. C.

Charles McNeil, President of Local,
American Federation of Government Employees:

Edward Marrigan, General Counsel, 829
Pennsylvania Avenue, Washington, D. C.

Elmer Neuman, Associate Counsel,
William Hurlbaum, President of Local,

Thomas McCormack,
Thomas McDonald,

William Donohue,
John S. Gannoo.

Naumal Association of Government Employees:

Mark Donabedian, President of National,

Charles Russell, President of Local,

Richard Gilchrist,
Frank Ward,

John Kerrigan,
Joseph Fallon,

Arthur O'Leary

Charlottesville Metal Trades Council, AFL-CIO:

Louis Poulton, Counsel, 1290 Connecticut
Avenue, N. W., Washington, D. C.

Paul Huttches, Representative,
Bedros Dostomian, President of Local.

Statement

On February 6, 1963, the undersigned was se-

lected by the United States Secretary of Labor to hold a

hearing and make recommendations on the differences

which have arisen over the appropriate unit for collec-

tive bargaining at the Boston Naval Shipyard. The ac-

tion was based upon Section 11 of Executive Order
10988 which authorizes this procedure.

The hearing opened at 9 a. m. on April 8, 1963,
and was adjourned at 6:30 p. m. that evening. Another
session was held the following day and adjourned after
six and one half hours. Post-hearing briefs were filed
by the parties by June 3, 1963.

Should the Boston Naval Shipyard be regarded
as a single unit for purposes of collective bargaining
as decided by the Shipyard Commander and affirmed
by the Navy and requested by the National Association
of Government Employees, or should the requests of
the Patternmakers and the three other parties be granted
separate bargaining units.

Discussion and Advisory Opinion

The United States Government has recognized
the necessity and desirability for union organization in
private industry. The Railroad Labor Acts of 1898 and
1904 and the National Labor Relations Act as well as
the Labor-Management Relations Act of 1947 have
sought to protect the right to organize and thereby pro-
mote collective bargaining. As noted by the President's
task force: "The public interest is responsible, stable
trade unions in the private sphere of the economy has
long been recognized." 1/

Despite differences between private and public

employment, the President's Task Force found that the

proportion of Government workers belonging to labor

organizations "matches almost precisely the national

proportion of workers in non-agricultural establishments

exclusive of Federal employment." 2/

Similar to private industry, blue-collar workers

are more heavily represented in unions of Government

employees than white-collar workers. The Task Force

also noted:

"The more similar a government activity is to

that of a private activity in which workers are

normally organized, the more often it will be

found that the government workers are also organ-

ized and that relations with management officials

approach the pattern of such relations in private

enterprise." 3/

1/ A Policy for Employee-Management Organiza-

tion in the Federal Service Report of the President's

Task Force on Employee-Management Relations in the

Federal Service, Nov. 30, 1961, p. 3.

2/ Ibid., p. 1.

3/ Ibid., p. 2.

Executive Order 10988 of January 17, 1962 states:

"Units may be established on any plant or installation, craft, functional or other basis that will ensure a clear and identifiable community of interest among employees concerned, but no unit shall be established solely on the basis of the extent to which employees in the proposed unit have organized."

Of the five organizations which appeared at the hearing, the National Association of Government Employees 4/ asked for a unit covering the entire shipyard. The Pattern Makers Association of Boston and Vicinity 5/ requested a unit of Patternmakers of all grades and their apprentices comprising fourteen employees; the American Federation of Technical Engineers 6/ asked for a unit of professional employees--engineers, chemists, architects, physicists and metallurgists--and non-professional technicians, draftsmen and equipment specialists comprising 670 employees.

The American Federation of Government Employees 7/ has requested a unit including all office, clerical and administrative employees, including all classified or graded employees (other than professional and non-professional engineers) plus all such ungraded employees in the Planning Department (including Planners and Estimators and Blueprint Room employees), in the Public Works Department (including Planners and Estimators and Inspectors), in the Supply Department (including warehousemen and storekeepers and duplicating machine operators, but excluding laborers), and in the Administrative Department (including duplicating machine operators) and in the Production Department (including ship schedulers). The unit would include about 1800 employees.

The Charlestown Metal Trades Council, AFL-CIO 8/ requested "a unit of all blue collar employees and the first line supervisors," with all classified employees (A.F.T.E. and A.F.G.E.) and Fire Fighters and Pattern Makers excluded.

Mission of Shipyard

"The official mission assigned to Boston Naval Shipyard is to provide logistic support, for assigned ships and service craft; to perform authorized work in connection with construction, conversion, overhaul, repair, alteration, dry-docking and outfitting of ships and crafts, as assigned and to perform manufacturing research, development and test work as assigned and to provide services and material to other activities and units, as directed by competent authority."

4/ Hereafter referred to as N.A.G.E.

5/ Hereafter referred to as Patternmakers

6/ Hereafter referred to as A.F.T.E.

7/ Hereafter referred to as A.F.G.E.

8/ Hereafter referred to as M.T.C.

The shipyard is commanded at the present time by a Captain F. Jones and is divided into the following departments:

1. Planning Department
2. Production Department
3. Public Works Department
4. Supply Department
5. Comptroller Department
6. Medical Department
7. Dental Department
8. Administrative Department
9. Management Engineering Office
10. Industrial Relations Office

1. Patternmakers

The Patternmakers requested exclusive recognition for a unit composed of patternmakers of all grades and their apprentices. The request was rejected by the Commander, and his decision upheld on appeal. It is the position of the Department of the Navy that the granting of a separate unit to the patternmakers, "can only result in a fragmentation into a meaningless hodgepodge of over 260 units." 9/

It is also argued by the Department of the Navy that the distinction which "exists between Patternmakers and all other groups" is not greater than exists between "any trade, craft, or classification as related to all other groups." 10/ On the other hand, the Patternmakers have pointed to their special skill, work position, long history as a recognized craft, and distinctness of interest in wages, hours and conditions of employment as justifying a separate unit.

As the Brief of the Shipyard has well noted: "Unit determinations have always presented difficult, vexing and elusive concepts and nowhere have fixed rules been laid down." 11/ Necessity has, however, forced management, labor and the government to wrestle with the problem, and the conclusions of the National Labor Relations Board, while they cannot serve as precedents, must be given great weight. This government agency has the most extensive and detailed experience in determining the appropriate bargaining unit and it has the duty of exploring the problem continuously. The Shipyard argues that there are over 260 distinct crafts and classes employed and recognition of the Patternmakers as a separate unit would lead to requests for separation by other crafts and classes of employees and place a great burden upon management by industrial experience. Patternmakers have been granted the right to a separate bargaining unit in many industrial plants and the severance of the Patternmakers into a separate unit has not inevitably led to requests from other crafts and classes for similar treatment. Even if such unlikely requests were to be made, the hypothetical group would have to demonstrate that it

9/ Brief on behalf of Boston Naval Yard, (p. 4.)

10/ Brief on behalf of Boston Naval Shipyard, (p. 4.)

11/ Ibid., p. 3.

has customarily requested severance and that it rejected the particular group in the past. In addition, it does not appear equitable to base a denial of a request from one group upon the hypothetical grounds that similar requests might be forthcoming from others, except in cases where some tie-in arrangements have existed historically. None such have existed in the Boston Naval Shipyard, and there are no signs that other crafts and classes would in any way be influenced in their desire for severance by the approval or rejection of the Patternmakers' petition.

Experience under the National Labor Relations Board tends to indicate that the granting of severance to well established crafts does not lead to a proliferation of requests for severance. Although the Labor-Management Relations Act of 1947 requires severance of a craft and a departmental unit from a single plant unit, workers have not normally used this provision for requesting separation of small random groups.

Patternmakers have long been recognized as a special craft and have maintained an organization going back to the nineteenth century to which a large part of all practitioners of the craft belong.

It has been testified that pattern making is an apprenticeship trade, that the work of the craft is carried on exclusively by patternmakers and their helpers, that the head of the pattern shop is a patternmaker, that there are substantial differences between the wage--fifty-five cents an hour--of a patternmaker and those of the benchmark trades.

The views of the National Labor Relations Board in the American Potash and Chemical Corporation case (77 N. L. R. B. 484) well express the reasons for granting the Patternmakers a separate bargaining unit. In this case the Board found that the community of interest of a craft group outweighs its community of interest with all workers employed. The Board held that the severance of a craft unit is justified "where a true craft group is sought and where, in addition, the union seeking to represent it is one which traditionally represents the craft." Certainly the Patternmakers are a true craft which has traditionally represented its members in collective bargaining. Moreover, the Patternmakers meet the criteria set up by the Board for identifying a true craft, "a distinct and homogeneous group of skilled journeymen, working as such together with their apprentices and/or helpers."

Collective bargaining has a role in improving stability and the efficiency of labor relations, and consequently the bargaining unit may have an effect upon the process. Captain F. Jones testified that a separate unit of Patternmakers would not adversely affect the efficiency of operations in the Shipyard. He also agreed that the Newport News Shipyard, a privately managed yard whose operations closely parallel those of the Boston Naval Shipyard, recognizes the Patternmakers as a separate bargaining unit. On the basis of the above considerations, I would recommend that the Patternmakers Association of Boston and Vicinity be granted a separate bargaining unit.

American Federation of Technical Engineers

The American Federation of Technical Engineers, Local No. 15 petitioned the Commander of the Boston Naval Shipyard for exclusive bargaining "representative of a unit of the technical employees employed by the shipyard." This request was rejected by the Commander and his decision upheld by appeal. The unit requested by A.F.T.E. comprises under six hundred professional and non-professional employees. The professional group includes engineers, architects, chemists, physicists and metallurgists. Non-professional employees were made up of technicians, draftsmen and equipment specialists.

The question has been raised whether technical employees represent a sufficiently clear and homogeneous group to warrant a separate unit. It has also been argued in opposition to the request that the "similarity of duties and functions and the interchangeability among professional, sub-professional, technical, administrative, and craft employees which portray the lack of need for a unit predicated solely upon professional and technical considerations." 12/

The employees in the proposed unit require either a specified amount of academic training or a given amount of experience. They are required to exercise considerable judgment. A large majority are employed in one building and the remainder work in buildings close to the one in which the majority are employed. They are white collar classified employees, "employed in separate and self-contained divisions." A.F.T.E. Local 15 was chartered in 1918 and now enjoys informal recognition. It has since its founding represented technical and professional employees.

The difference in outlook, experience and training between production, manual and professional and technical workers has long been recognized. The latter have been identified in Section 2 (12) of the Taft-Hartley Act as employees engaged in work of a "predominantly intellectual" kind which is "varied in character and opposed to routine mental, manual, mechanical and physical work." Professional and technical work requires "constant exercise of discretion and judgment". In addition, professional and technical work is of such a kind that "the output produced or the results accomplished cannot be standardized in relation to a given period of time." Professional and technical employees have usually acquired their knowledge in a prolonged period of "intellectual instruction and study in an institution of higher learning" as distinguished from the skills acquired in an apprenticeship training program or in the performance of routine manual, mental or physical procedures.

Professional and technical employees have a right to severance from a unit of production and maintenance workers for collective bargaining under

12/ Ibid., p. 5.

the Taft-Hartley law. Such a provision recognizes that the problems facing a professional and technical group may be sufficiently different from those confronting manual workers so as to warrant placing the former in a special bargaining unit. In the Pollock Paper Corporation case (115 N. L. R. B. 23), the National Labor Relations Board held that professional and technical employees will not be included in a unit with maintenance and production workers if any of the parties object to their inclusion. The view was based upon the absence of group homogeneity and group interest. Professional and technical employees have been allowed bargaining units from the first days of the original National Labor Relations Board in 1935. The theory upon which such severance has been granted is that professional and technical workers are white collar workers, better educated than production and maintenance workers, and face different problems from the latter in their careers and jobs.

The Brief for the Shipyard argued that as all workers have the same mission, they should all be placed in an installation-wide unit. The reasoning behind this argument is somewhat elusive. Workers in any and every enterprise must cooperate to produce a good or service. It cannot be shown that such cooperation is less necessary or complete in one kind of bargaining unit than in others. The mission in the ultimate sense is the same for all workers, but the method of performance, the tools, skills, education, working environment and a host of other factors are different. It is such differences which are crucial in the determination of the appropriate bargaining unit rather than the mission.

There is, however, a question whether collective bargaining would be more effectively carried out on the basis of separate or all-inclusive units. It seems to me that this is the question at issue.

It is assumed by the Executive Order that collective bargaining is desirable in government installations providing the employees express a preference for this method of settling the questions and problems which fall within the area in which this procedure can be used. Unless it can be shown that one kind of unit will impede the carrying out of assigned tasks, impose onerous burdens upon the managerial staff or lower efficiency, the desires of the workers as well as the historical methods and institutions they have devised for carrying out their wishes should be given a predominant weight. It is known that the outlook of a professional and technical worker upon his career, advancement, and problems is somewhat different from the one which prevails among production workers. A unit of exclusively professional and technical workers can deal more efficiently and understandingly with work assignments and scheduling questions, promotions, layoffs, pay schedules where permissible under the law, and the variety of other problems which arise in the course of employment.

It would appear to me on the basis of the evidence adduced as well as general practice that the unit requested made up of the following should be granted.

Planning Department

Design Division: engineers, technicians, draftsmen, architects, physicists, equipment specialists and student trainees.

Combat Systems Division: engineers, technicians, equipment specialists and student trainees.

Production Department

Quality Assurance Division: engineers, technicians, equipment specialists and student trainees.

Public Works Department

Design Division: engineers, technicians, draftsmen, engineering aids, and student trainees.

Supply Department

Technical Division: equipment specialists.

The employees in the unit proposed have similar academic backgrounds or have acquired their skills through equivalent experience. They are required to hold degrees from recognized academic institutions, or demonstrate that they have acquired the required knowledge by qualifying in an appropriate Civil Service examination. Non-professional technicians, draftsmen and equipment specialists have few formal training, and need only a high school education of a technical kind. Technical, as well as professional employees must exercise independent judgment although the technical employees do work requiring less knowledge and skill. Professional and technical employees are white collar classified employees who in common with professional and technical employees in private industry are paid on a fixed annual salary basis. Although there is a community of interest in the larger sense among all workers, the problems and questions directly related to their jobs that might arise among this group is considerably different from those which are likely to affect blue collar workers.

The American Federation of Government Employees

The American Federation of Government Employees has requested a "unit including all office, clerical and administrative employees, including all classified or graded employees (other than professional and non-professional engineers) plus all such upgraded employees in the Planning Department (including Planners and Estimators and Blueprint Room employees), in the Public Works Department (including Planners and Estimators and Inspectors), in the Supply Department (including Warehousemen and Storekeepers and Duplicating Machine Operators, but excluding Laborers), and in the Administrative Department (including Duplicating Machine Operators), and in the Production Department (including Ship Schedulers)." The unit would include about 1600 employees.

Equipment specialists and student trainees are also claimed by the A. F. T. E. and the estimators and

planners, schedulers and certain inspection are also claimed by the Metal Trades Council, although available.

All the workers except those contested by the other two unions have common skills and are engaged in office and administrative work. All of these workers, the A.F.G.E. claims, have a genuine community of interest and face common employment problems. They are a homogeneous group. Turning to the decisions of the National Labor Relations Board, we find a consistent allowance of separate bargaining units for clerical and office employees. Such employees perform similar work and have similar working conditions. The majority of workers in the unit proposed are office workers and are not engaged in production and maintenance work; they work indoors at desks. They are classified employees whose salaries are determined by Congress. They have common interests in classification problems and in grievances that might arise under them.

The A.F.G.E. was established at the Boston Naval Shipyard in 1934, and it has represented some employees in negotiations with the Shipyard management since that year. The A.F.G.E. was organized by the American Federation of Labor following the withdrawal of the National Association of Government Employees from the American Federation of Labor over differences with the metal trades' unions over supporting certain legislation. It was then understood that the A.F.G.E. would be limited to recruiting clerical and office employees. This is the group which made up the largest part of its membership and for which it normally negotiates. Moreover, the common work experience and interest between technical employees and student trainees and clerical workers are not as inclusive as the interest of the latter with the engineers and technical people.

The A.F.G.E. has also requested the inclusion of planners and estimators, schedulers and certain inspection in its unit. The inclusion of these employees in the A.F.G.E. unit has been challenged by the Metal Trades Council. The following groups are in question: planners, estimators and blueprint employees in the Planning Department; planners and estimators and inspection in the Public Works Department; warehousemen, storekeepers and duplicating machine operators in the Supply Department; and the duplicating machine operators in the Administrative Department and the ship schedulers in the Production Department.

The Metal Trades Council claims these workers must have a craft background, work with craftsmen, perform work which requires craft knowledge, hold rights in the crafts in cases of reduction in employment, and finally the compensation of these workers are closely related to craftsmen.

While the jurisdiction awarded by a labor federation to an affiliate is not controlling, the extent of the jurisdiction provides significant evidence of the interest of the union, the workers for whom it normally negotiates and even its ability to handle the needs and problems of particular workers. In considering an appropriate

bargaining unit, the interests of the workers is inferentially given consideration. The fact that a union does not normally represent certain workers creates a presumption that its claim is an attempt to extend its jurisdiction by raiding. The National Labor Relations Board has noted in *E. J. duPont de Nemours*, 62 NLRB 146, that it will exclude clerical and technical employees from a production and maintenance unit because a "mingling of clerical and technical employees with production and maintenance workers in a single unit is not conducive to effective collective bargaining in view of significant dissimilarity in their work". Work experience tends to shape, or at least influence, attitudes and, moreover, problems and interests of workers differ. The Brief of the Boston Naval Shipyard did "not take issue with the American Federation of Government Employees' position, as amended, except to say that it does not go far enough, for it has in reality pointed the way to the inescapable conclusion that a readily identifiable community of interest exists among all the employees in the Boston Naval Shipyard." 13/

Not only consistency but experience and practice leads to the conclusion that the unit sought by the A.F.G.E. should be limited to clerical and office workers, the kinds of employees which the organization has traditionally represented. Both technical workers and those who are employed as planners and estimators and ship schedulers and warehousemen should be excluded from the unit requested by the A.F.G.E., and the unit should be limited to clerical and office workers who are customarily organized by that union.

The Charlestown Metal Trades Council

The Metal Trades Council, a central body of unions affiliated with the American Federation of Labor-Congress of Industrial Organizations, employed in the Boston Naval Shipyard requested a unit of all blue collar employees and first line supervision, with all classified employees, fire fighters and pattern-makers excluded. The majority of employees in the unit requested by the M.T.C. are in the Production Department which employs almost six thousand ungraded employees and two hundred and forty-two graded employees. The ungraded employees perform the customary work of the various trades; they are ship-fitters, machinists, electricians, copper-smiths, pipe fitters, etc. The work flows through the various shops and the employees in question use the normal tools of their trades. The M.T.C. also claims six hundred and six ungraded employees in the Public Works Department as belonging in its unit. These employees perform the normal base maintenance functions, and they are craftsmen who use the tools of their trade in performing their tasks. The M.T.C. claims the planners and estimators in the Planning Department because these workers must possess trade knowledge and

backgrounds. Their wage rates are determined by those prevailing in the crafts from which they were promoted. The same claim is made for planners and estimators in the Public Works Department and for ship schedulers in the Production Department. The M.T.C. pointed to the retrenchment rights of planners, estimators and ship schedulers in the crafts from which they progressed in the event of a reduction of work force. They also cooperate with craftsmen in the shop. In addition, the M.T.C. requested the inclusion of the stockmen, warehousemen, laborers and high-lift truck operators in the M.T.C. unit. These workers are ungraded employees who do not normally cooperate with graded employees.

The Brief for the Boston Naval Shipyard asks that the request of the M.T.C. be denied on the ground that the "relationship of all employees to the mission of the Shipyard is demonstrated vividly by the organizational structure . . . which describes interrelationships, interdependence, and commingling of the myriad crafts and classifications under common control, engaged in a common endeavor, under common work conditions, common standards and common benefits. 14/ This is a true statement of the situation, but it does not get at the issues in dispute. All workers in any enterprise have a common purpose, the efficient production of some good or service. Such common interest does not contradict the proposition that in the area of collective bargaining more effective results for both management and labor may be obtained by several rather than by a single all-inclusive unit. It is possible that the converse may be true. The fact is that the cooperation of all employees in an establishment or an installation yields no evidence on the appropriate bargaining unit. One must depend upon experience in collective bargaining and the knowledge of the difference in the problems and interests of the workers in question. The Metal Trades Council is one of the oldest types of central labor bodies in American unionism; it has existed and functioned for at least seventy-five years, and it has been organized on the railroads, the machine tool industry, and a variety of government installations. Such central bodies have been recognized as effective and responsible representatives of the workers in their units.

The unit proposed by the M.T.C. is made up largely of shop craftsmen and former craftsmen using their skills. These workers' wage rates are set under prevailing wage principles which means that they are derived from those existing for comparable jobs in private industry. Metal Trades Councils have been recognized as bargaining representatives in many industries, and no reason exists to assume that the one operating in the Boston Naval Shipyard is an exception as far as responsibility is concerned. The fact is that throughout industry, separate units for clerical, technical and production and maintenance workers are usually recognized. Moreover, the petition of the National Association of Government Employees for an inclusive unit will provide an opportunity for the employees in the separate units to

14/ at page 6.

decide whether they wish to be represented in an inclusive bargaining unit or as separate units as recommended, *between such separate units and the*

National Association of Government Employees

N.A.G.E. requested an inclusive unit. It claims to represent a majority of white and blue collar workers in the Shipyard. They will, therefore, have the opportunity to indicate their preference in the elections. N.A.G.E. expressed the view that an all-inclusive unit was the proper one, and that "common sense would dictate that this manufacturing and repair facility be made a single unit." 15/ A number of issues were raised which are said to affect both white and blue collar workers. But the Brief did not indicate why the effective handling of such questions depends upon an inclusive bargaining unit. A mere recitation of the fact that workers, irrespective of their jobs, face the same general problems does not, as has been noted, prove that the appropriate bargaining unit is an all-inclusive one. It does not disprove it either, but the evidence of N.A.G.E. has unfortunately been of no aid to the assessment of the issues. Both engineers and laborers in the Shipyard are paid by the Government, but having a common employer does not mean that the problems of collective bargaining might not be and are not considerably different, or that issues and grievances of one group might not be better handled by a separate bargaining unit.

The Charlestown Metal Trades Council challenges the right of the National Association of Government Employees to be a party to the hearing on the ground that it is not a bona fide labor organization. This kind of objection cannot be sustained as N.A.G.E. was allowed to participate in the hearing by the Department of the Navy. It is not necessary to decide whether it meets certain criteria; its recognition as a party to the hearing gave it the right to have its views considered.

The Brief on Behalf of the Naval Shipyard raised the question whether the M.T.C. which "has so materially amended its petition by filing an amendment . . . which clearly seeks a unit differing in material respects from its previous request should be considered properly in this proceeding?" The M.T.C. was notified of the hearing and was allowed to participate and present evidence and examine witnesses. The request for disqualification of the M.T.C. is, therefore, rejected and the question of the appropriate bargaining unit must be decided on its merits. The request of the M.T.C. for disqualification of the A.F.G.E. is based upon the desire of the latter to include certain classes in its bargaining unit. The request of the M.T.C. is rejected.

15/ Brief in Support of a Single Unit Under the Provisions of Executive Order 10988 Boston Naval Shipyard, May 21, 1963, p. 1.

8-19-63 GERR

No. 00

ARB (1963) 7

Units of Bargaining

After examining the record and briefs, I wish to recommend (1) A unit of Patternmakers be set up and the workers in this unit be given a choice between the Pattern Makers Association of Boston and Vicinity and the National Association of Government Employees; engineers and technical workers to be given a choice between the American Federation of Technical Engineers and the National Association of Government Employees; the office and clerical employees to be given a choice between the American Federation of Government Employees and the National Association of Government Employees; and the unskilled blue collar employees be given the choice between the Charlestown Metal Trades Council and the National Association of Government Employees.

The claim of the A.F.G.E. for certain groups of technical employees has been rejected as has the A.F.G.E.'s request for certain groups also claimed by the M.T.C. The latter should be retained in the unit requested by the M.T.C. It is my opinion that the division of the employees into several units is in harmony with widespread practice in private industry, that the Boston Naval Shipyard will not face any added burdens from negotiating with several separate units and whatever additional effort is necessary to deal with four instead of one unit will be more than compensated by more effective labor relations.

Philip Taft
Arbitrator

July 13, 1963

GOVERNMENT SECURITY AND LOYALTY
- 0 -
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COMMON MARKET
LABOR POLICY AND PRACTICE
LABOR RELATIONS REPORTER
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MODERN MANAGEMENT
PATENT TRADEMARK & COPYRIGHT REPORTS
PERSONNEL POLICIES FORUM
RETAIL LABOR REPORT
TAX MANAGEMENT
THE UNITED STATES LAW WEEK
UNION LABOR REPORT
WHITE COLLAR REPORT

BNA INCORPORATED—

a division of The Bureau of National Affairs, Inc., produces:

Employee Communications, Motivational, and Supervisory Training Films
The Incident Process (Management Training)
Books and Pamphlets in the fields of Arbitration, Labor, Law, Communications and Management

"This publication is designed to provide accurate and authoritative information in regard to the subject matter covered. It is sold with the understanding that the publisher is not engaged in rendering legal, accounting or other professional service. If legal advice or other expert assistance is required, the services of a competent professional person should be sought." From a Declaration of Principles jointly adopted by a Committee of American Bar Association, and a Committee of Publishers and Associations.



THE BUREAU OF NATIONAL AFFAIRS, INC., 1231 24th Street, N.W., Washington, D.C. 20037

Gentlemen:

Yes, I'll accept your Charter Subscription Offer for BNA's newest labor service, reporting all significant developments every week in the field of government employee relations. Please enter my subscription to GOVERNMENT EMPLOYEE RELATIONS REPORT at the annual subscription rate of \$130.00.

☐ Payment Enclosed ☐ Send Bill Later

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ORGANIZATION _____

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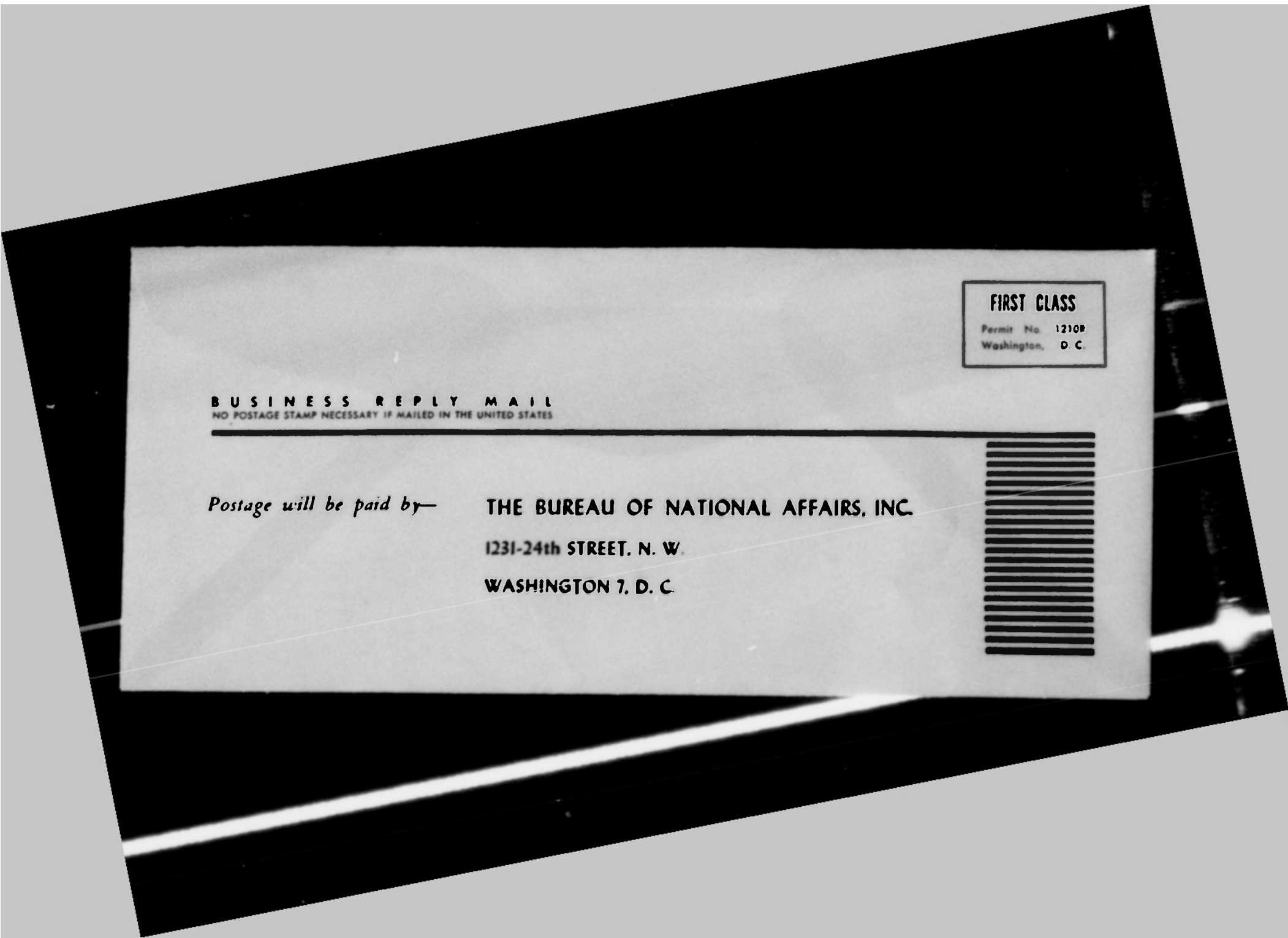
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Introducing

a new weekly notification and reference service covering all significant current developments in the field of government employee relations . . .

for Government personnel administrators and attorneys
Union leaders
Management Consultants
Everyone concerned with administering federal personnel policies

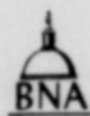
WHY THIS REPORT HAS BEEN DEVELOPED

Very simply, because it is needed.

With promulgation of Executive Order 10988, President Kennedy introduced factors almost entirely new to personnel administration in most parts of the federal establishment -- the concept and the practice of "labor" relations.

The requirements of E. O. 10988 have created countless new chores and related worries for those in federal service who administer policies affecting employees in the departments and agencies of the federal government.

This new Executive Order also created a problem for BNA. It was no surprise when government administrators and executives turned to BNA



(2)

for help; after all, BNA has been publishing labor information of matchless integrity since 1937, when the then nearly revolutionary Wagner Act was declared valid by the Supreme Court of the United States. The demand for an information service on E. O. 10988 was, therefore, completely logical.

THE FIRST PROBLEM

At the beginning, BNA's editorial board was stumped by this need for a service on 10988. For all their "know-how" in the broad area of labor-management relations, BNA editors simply had no expertise in this new field of government employee relations . . . except as (they believed) practices here would come more and more to approximate those which have been established for interstate businesses under federal statutes. Untold hours were spent discussing the problems and possibilities connected with attempting to provide this new information service. Meetings were held with those who wanted aid, and their help and advice eagerly solicited.

Finally, out of this exhaustive study of the situation, BNA's editors have at last been able to define the service they could provide . . . in a new weekly report called

GOVERNMENT EMPLOYEE RELATIONS REPORT

This new BNA service - "GERR" for short - will provide you with prompt notification of exclusive recognition granted to employee organizations by government agencies. GERR will report which unions have been recognized, and where - identifying the particular union and giving the details of its status (as an independent or an AFL-CIO

(3)

affiliate), the nature of the bargaining unit (i.e., blue collar, craft, office clerical, technical, professional, etc.), and its size and composition.

Of basic importance during this initial period of collective bargaining in the federal service are the standards applied by the agencies for determining the appropriate bargaining unit in each case. Naturally, GERR will pay particular attention to the development of these standards and common criteria.

Because there will be many parts of GERR you'll want to retain for permanent reference the page size will be 8 x 10½ to fit the standard three-ring binder common to federal agencies.

GERR TO HAVE SEVERAL SECTIONS

1. Summary - GERR's front cover will be an expanded index of the content. Brief descriptive items on the cover page and page 2 will tell you what is where. It won't take you two minutes to scan; but what you find of interest to you may take you two weeks to digest.
2. News Section - This section of GERR will tell you who is discussing what with whom, who has been appointed to what, which unit has been recognized, the result of collective bargaining, the outcome of arbitration, a description of new official action by the White House or Congress, the what-and-where of union activities. Matters of major importance summarized in the news section for your quick fill-in will also appear in . . .

(4)

3. Full Text Sections - including full text of arbitration awards and a variety of official material, such as legislation, Executive Orders, interpretations of outstanding doctrine, and the like. The complete texts of contracts will be an important part of GERR's permanent reference service. This text material will have continuous pagination throughout the calendar year, for ease in reference work.

GOVERNMENT EMPLOYEE RELATIONS REPORT will show you - by its reporting of union proposals, management replies, and finally full text of important collective bargaining agreements - just what impact E. O. 10988 is having, both in the federal establishment and on organized labor.

GERR will note procedures promulgated by the agencies under E. O. 10988 (as well as any others relating to personnel practices). These will be reported, discussed, analyzed, and (wherever warranted) published in full text, again with continuous pagination.

As the attached sample report will indicate, GERR will also follow closely those legislative developments regarding federal pay, insurance, retirement, etc. And, of course, GERR will cover union organization plans, tactics, jurisdictional questions, conventions, meetings, training sessions, workshops, and so forth.

Developments outside the government will be reported when they have any bearing, in any way, on employment policies in government. Included in this "outside, but pertinent" category will be activities by professional and technical associations, such as the National Society of Professional Engineers, American Chemical Association, etc. Also included will be BLS community wage studies, surveys of clerical and

(5)

professional salaries, cost of living figures, employment statistics and any other data of significance in this field of government employee relations.

BNA's past relationship with NLRB and the Mediation and Conciliation Service places BNA in an excellent position to report and interpret the policy of the above agencies.

THE ORGANIZATION BEHIND THE REPORT

Behind Government Employee Relations Report stands the entire organization of The Bureau of National Affairs, Inc. - largest team of information specialists in private employment in the Nation's Capital. Since 1933, BNA has been reporting and interpreting the interaction of government and business through a variety of reports and information services. Its publications now include three daily reports supplying overnight notification of Washington developments to the nation's business executives, 17 weekly and bi-weekly reports, three supervisory training and development services, numerous employee communication booklets, and a wide range of books of interest to businessmen, attorneys, labor relations specialists, and others.

BNA is equipped with unmatched fact-gathering, fact-organizing, fact-disseminating facilities, built up over the years to serve thousands of businessmen, attorneys, government executives and labor leaders throughout the country. BNA's unrivalled experience in the fast preparation of specialized daily and weekly reports on legislation, current law, business practices and procedures is a guarantee that GERR is Authoritative, Comprehensive, and Timely!

(6)

The Bureau of National Affairs, Inc. also publishes the following reports and services:

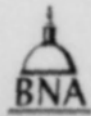
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COLLECTIVE BARGAINING NEGOTIATIONS AND CONTRACTS
CONSTRUCTION LABOR REPORT
DAILY LABOR REPORT
DAILY REPORT FOR EXECUTIVES
GOVERNMENT EMPLOYEE RELATIONS REPORT
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THE BUREAU OF NATIONAL AFFAIRS, INC.
1231 24th STREET, N.W. • WASHINGTON D.C. 20037

ADMINISTRATIVE FILE

*Bureau of National
Affairs*

December 20, 1962

C
O
P
Y

Mr. Donald F. Ferwell
Managing Editor
Collective Bargaining
Negotiations & Contracts
1251 - 24th Street, N.W.
Washington 7, D. C.

Dear Don:

In accordance with your request of December 14, I
am enclosing a copy of the agreement between Teachers'
Local Union #247 and Inland Steel Products Company.

We do not have the current agreement for the Hawaii
Browning Corporation which you also requested in your letter
of December 13.

Very truly yours,

Abraham Weiss
Economist

AW/lp
Encl.

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THE BUREAU OF NATIONAL AFFAIRS, INC.

1231 24th Street, Northwest, Washington 7, D.C. • Telephone FEderal 3-0800

25 years of service • 1033-1057

December 14, 1962

Mr. Abraham Weiss,
Economist
International Brotherhood of Teamsters
25 Louisiana Avenue, N. W.
Washington 1, D. C.

Re: Your current agreement with the Inland Steel Products Company,
Local 247

Dear Mr. Weiss:

We should like very much to obtain a copy of the collective bargaining agreement identified above for our library of union contracts. For several years now, both employers and unions throughout the country have helped us build this library by sending in their agreements - for use in analyzing contract clauses and trends in our various services - together with any major supplements such as pension or insurance plans.

At the same time, we are anxious to obtain the most complete and accurate data possible for our widely used Tables of Wage Settlements in Collective Bargaining. We know you will appreciate the value of a direct report of your wage negotiations as a means of avoiding the confusions of second-hand information.

To this end we ask your cooperation in supplying current, non-confidential information regarding general wage rate negotiations which you have, or may soon have, completed in connection with the above contract. (A form is enclosed for this purpose.)

Very truly yours,

Donald F. Farwell
Donald F. Farwell
Managing Editor
Collective Bargaining
Negotiations & Contracts

DFF:hg
Enclosures (2)

The facts you need—when you need them

THE BUREAU OF NATIONAL AFFAIRS, INC.
1231 24th St., N.W., Washington 7, D.C.

REPORT OF CURRENT WAGE NEGOTIATIONS

Company _____

Union _____

Date of wage settlement _____ Effective date _____

Number of employees affected _____

Products or services they produce _____

Average (increase) (decrease) in rates _____

Date of (a) wage reopener (s) _____ (b) contract expiration _____

New rates you may care to specify _____

Description of changes made in contract
(Or - if contract is enclosed, indicate which sections are changed)

May we quote wage rates listed in your contract? (Yes or No) _____

Signed _____

Address _____

Clip to Contract and Return - or - Return Separately in Enclosed Envelope

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THE BUREAU OF NATIONAL AFFAIRS, INC.

1231 24th Street, Northwest, Washington 7, D.C. • Telephone FEderal 3-6800
December 13, 1962

Mr. Abraham Weiss,
Economist
International Brotherhood of Teamsters
25 Louisiana Avenue
Washington 1, D. C.

X 9/10/62

Re: Your current agreement with the Hawaii Brewing
Corporation, Ltd.

Dear Mr. Weiss:

Some time ago, you were kind enough to send us a copy of your collective bargaining agreement (identified above). According to our records, this contract may now have been renewed, modified, or replaced. Since we wish to keep our contract files on a current basis, we would greatly appreciate receiving a copy of this contract in its latest form, together with any major supplements such as pension or insurance plans.

We are also asking your help again in obtaining current, nonconfidential information regarding general wage rate negotiations for our widely used Tables of Wage Settlements in Collective Bargaining. We have enclosed a form which may be used to report wage negotiations in connection with the above contracts.

Your continuing cooperation contributes greatly to the usefulness of our services and is very much appreciated.

Very truly yours,

Donald F. Fawcett

Donald F. Fawcett
Managing Editor
Collective Bargaining
Negotiations & Contracts

DFF:hg
Enclosures (2)

The facts you need—when you need them

THE BUREAU OF NATIONAL AFFAIRS, INC.
1231 24th St., N.W., Washington 7, D.C.

REPORT OF CURRENT WAGE NEGOTIATIONS

Company _____

Union _____

Date of wage settlement _____ Effective date _____

Number of employees affected _____

Products or services they produce _____

Average (increase) (decrease) in rates _____

Date of (a) wage reopener (s) _____ (b) contract expiration _____

New rates you may care to specify _____

Description of changes made in contract
(Or - if contract is enclosed, indicate which sections are changed)

May we quote wage rates listed in your contract? (Yes or No) _____

Signed _____

Address _____

Clip to Contract and Return - or - Return Separately in Enclosed Envelope

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THE BUREAU OF NATIONAL AFFAIRS, INC.
1231 24th Street, Northwest, Washington 7, D.C. • Telephone FEderal 3-0800

ADMINISTRATIVE FILE
Bureau of National Affairs

file

September 28, 1962

Mr. Abraham Weiss
Economist
International Brotherhood of Teamsters,
Chauffeurs, Warehousemen & Helpers of
America
2601 Trumbull Avenue
Detroit 16, Michigan

Dear Al:

We are glad to have you use the pages you
specified from Collective Bargaining Negotiations
and Contracts as an exhibit in a pending case.
Please show the source and that they were repro-
duced by permission.

Best regards,

John D. Stewart
John D. Stewart
Executive Editor

JDS:rp

The facts you need - when you need them

ADMINISTRATIVE FILE

Bureau of National
Affairs

January 11, 1962

Mr. M. K. Amberg, Staff Editor
The Bureau of National Affairs, Inc.
1231 24th Street, Northwest
Washington 7, D. C.

Dear Mr. Amberg:

Your request for information relative to the St. Louis Labor Health Institute was forwarded to me by Mr. Gibbons. As per your request, enclosed you will find two copies of the Handbook of Rules and Regulations and two copies of the official By-Laws of the St. Louis Labor Health Institute. Also enclosed are copies of collective bargaining agreements between Teamster's Local 688 and, 1; Brown Shoe Company, 2; Wohl Shoe Company, 3; International Shoe Company, 4; Missouri-Illinois Food Distributors, 5; St. Louis Merchandise Warehousemen's Association and 6; St. Louis Fruit and Produce Association.

It is true there are two types of participation, 5% and 3 1/2% of payroll. The former covers the worker, spouse and all children under age eighteen and the latter covers only the worker. At the present time, we have 193 shops under the 5% plan. This covers 5,106 workers and 9,343 dependents for a total of 14,449. We have twelve shops under the 3 1/2% plan covering a total of two hundred workers. You mention some of the firms that you have listed as being participants. Of these, Rice-Stix, Shapleigh and Schenley Products are no longer in business in the St. Louis area. Other major firms under contract are Coca-Cola, Crown Cork Company, Kearney Corporation, Missouri Candy Company, 7-Up Bottling Company, Southwest Steel and Wohl Shoe Company.

Should you desire any further information, kindly communicate with me.

Sincerely yours,

JAN 12 8 11

E. J. Berger, M. D.,
Medical Director

enc.
EJB:ja

cc: Mr. Harold M. Gibbons

ADMINISTRATIVE FILE

*Bureau of National
Affairs*
X

January 8, 1962

Dr. E. J. Berger, Medical Director
St. Louis Labor Health Institute
1641 S. Kingshighway
St. Louis 10, Missouri

Dear Dr. Berger:

Attached is a communication received
from M. K. Amberg, Staff Editor of the BNA.

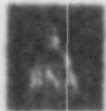
Would you see to it that the information
requested is forwarded to him.

Very truly yours,

H. J. Gibbons
Executive Assistant to the
General President

HJG/yk

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organization in the
nation's capital



THE BUREAU OF NATIONAL AFFAIRS, INC

1221 24th Street, Northwest, Washington 7, D. C. • Telephone Federal 3-0800

January 5, 1962

Mr. Harold J. Gittens,
International Vice President
President, Local 688
International Brotherhood of Teamsters
25 Louisiana Avenue N.W.
Washington 1, D. C.

Dear Mr. Gittens:

In line with our brief discussion Wednesday night following your very interesting presentation before the Industrial Relations Research Association at Brookings Institution, I hereby request certain materials pertaining to the St. Louis Labor Health Institute, for publication use.

Specifically, we would appreciate having copies of the current revised Handbook of Rules and Regulations and of the Official By-Laws of the Institute (two copies each if available), and one copy each (if available) of current unexpired collective bargaining agreements between Local 688 and one or more employers whose employees are served by the Institute and in which there is contractual language providing for the employee contribution to the Institute. We printed such material in our Collective Bargaining Negotiations and Contracts looseleaf binder service some years ago and now wish to bring it up to date.

Is it still true that there are two types of participation: one at 5 percent of payroll with employees and dependents covered and one at 3 1/2 percent with only employees covered (unless the employee pays an additional, reduced cost)? If not, what is the current situation in this respect?

Is it still true that among firms participating are Brown Shoe Company, Inland Steel Company, Ric-Stix, Inc., Shapleigh

The facts you need—when you need them

Hardware Company, and Schenley Products, and that most
such firms are on the five-percent basis? Are there
any other major firms that should go on this list?

Your assistance in this matter will be appreciated.
Thank you.

Respectfully,

M. K. Amberg
Staff Editor
Collective Bargaining
Negotiations & Contracts

MA:ing

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THE BUREAU OF NATIONAL AFFAIRS, INC.

1231 24th Street, Northwest, Washington 7, D.C. • Telephone Federal 3-6800

September 28, 1961

ADMINISTRATIVE FILE

File
Bureau of
National Affairs
X

Mr. Abraham Weiss,
Economics
International Brotherhood of Teamsters
Chauffeurs, Warehousemen and Helpers of America
25 Louisiana Avenue N.W.
Washington, D. C.

Dear Mr. Weiss:

Thank you very much for sending us copies of
the current agreements with the Inland Steel
Products Company. We greatly appreciate your
cooperation in assisting us to keep up to date
our library of union contracts.

If we can be of service to you in the future,
please do not hesitate to call on us.

Very truly yours,

Donald F. Farrell
Managing Editor
Collective Bargaining
Negotiations & Contracts

DFF:hg

The facts you need—when you need them

ADMINISTRATIVE FILE

*Bureau of National
Affairs, Incorporated*

- X

September 27, 1961

C
O
P
Y

Mr. Donald F. Farwell
Managing Editor, Collective
Bargaining Negotiations &
Contracts
The Bureau of National Affairs, Inc.
1231 - 24th Street, N.W.
Washington 7, D.C.

Dear Mr. Farwell:

In accordance with your recent request for copies of the current agreement with Inland Steel Products Company, I am enclosing two such agreements -- one negotiated by Teamsters' Local Union #247 in Detroit, Michigan and the other negotiated by Teamsters' Local Union #541 in Kansas City, Kansas.

I hope you find these agreements helpful. Please let me know if I can be of any further assistance.

Very truly yours,

Abraham Weiss
Economist

AM/lp
Encls.

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organization in the
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THE BUREAU OF NATIONAL AFFAIRS, INC.

1231 24th Street, Northwest, Washington 7, D. C. • Telephone FEderal 3-6800

25 years of service • 1033-1057

September 19, 1961

Mr. Abraham Weiss,
Research Director
International Brotherhood of Teamsters,
Chauffeurs, Warehousemen and Helpers
25 Louisiana Avenue N. W.
Washington, D. C.

Re: Your current agreement with the Inland Steel Products Company

Dear Mr. Weiss:

We should like very much to obtain a copy of the collective bargaining agreement identified above for our library of union contracts. For several years now, both employers and unions throughout the country have helped us build this library by sending in their agreements - for use in analyzing contract clauses and trends in our various services - together with any major supplements such as pension or insurance plans.

At the same time, we are anxious to obtain the most complete and accurate data possible for our widely used Tables of Wage Settlements in Collective Bargaining. We know you will appreciate the value of a direct report of your wage negotiations as a means of avoiding the confusions of second-hand information.

To this end we ask your cooperation in supplying current, non-confidential information regarding general wage rate negotiations which you have, or may soon have, completed in connection with the above contract. (A form is enclosed for this purpose.)

Very truly yours,

Donald F. Farwell
Donald F. Farwell
Managing Editor
Collective Bargaining
Negotiations & Contracts

DF:thg
Enclosures (2)

The facts you need—when you need them

ADMINISTRATIVE FILE

*Bureau of National
Affairs*

September 20, 1960

Miss Lonnie Haskins
Bureau of National Affairs
1251 - 24th Street, N. W.
Washington 7, D. C.

Dear Lonnie:

I am returning the agreements with Office Employees
International Union Local #9, which you were good enough
to send me.

Thanks very much for your cooperation.

Cordially,

Abraham Weiss
Economist

AM/lp
Encls. 2

C
O
P
Y

ADMINISTRATIVE FILE

Bureau of National Affairs

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THE BUREAU OF NATIONAL AFFAIRS, INC.

1231 24th Street, Northwest, Washington 7, D. C. • Telephone FEderal 3-6800

July 1, 1960

Mr. Fred Tobin
Law Library
Intl. Bro. of Teamsters,
Chauffeurs, Warehousemen and
Helpers of America, AFL-CIO
25 Louisiana Avenue, N. W.
Washington 1, D. C.

Dear Mr. Tobin:

It doesn't seem that long, but it has been almost two years since you told us to extend service on UNITED STATES LAW WEEK -- for two years.

So, it's time to say that I hope you will repeat those instructions.

Actually, your contract has a few weeks to run, but receipt of your instructions at this time will be of real assistance to us in estimating our requirements for materials and supplies.

In addition, of course, you will be protecting yourself against any possible interruption in a weekly service upon which you depend.

Your signature on the enclosed "extend service form" will do the trick. Just return it at your early convenience. Thank you.

Sincerely yours,

Leslie P. Drew
Managing Director

LLD:LWA
Enclosure

The facts you need—when you need them

Yuki -
Will you please take
me home OK.
Thank you Jen



THE BUREAU OF NATIONAL AFFAIRS, INC.
1231 - 24TH STREET, N.W., WASHINGTON 7, D.C.

INTL BRO OF TEAMSTERS
CHAUFFEURS WAREHOUSEMEN AND
HELPERS OF AMERICA AFL-CIO
25 LOUISIANA AVENUE N W
WASHINGTON 1 D C

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THE BUREAU OF NATIONAL AFFAIRS, INC.
1231 - 24TH STREET, N.W., WASHINGTON 7, D.C.

DATE ISSUED
MO DAY YR
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INTL BRO OF TEAMSTERS
CHAUFFEURS WAREHOUSEMEN AND
HELPERS OF AMERICA AFL-CIO
25 LOUISIANA AVENUE N W
WASHINGTON 1 D C

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									99	96

EXTEND SERVICE ON MY SUBSCRIPTION

SUBSCRIPTION RATES

1 YEAR 10 400
2 YEARS-ANNUAL RATE 98 00

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☒ TERM YOU
☐ PREFER

MR FRED TOBIN
LAW LIBRARY

☐ I HAVE FORWARDED YOUR
INVOICE FOR PAYMENT
☐ BILL ME LATER
☐ PAYMENT ENCLOSED

PLEASE INITIAL HERE

SERVICE MO YR ACCOUNT NUMBER T I-S S
00101 0962 430101 00 42160 530 010

DET 10-1907

DETACH THIS CARD AND MAIL TODAY FOR RENEWAL
NO POSTAGE REQUIRED

THE BUREAU OF NATIONAL AFFAIRS, INC.

ADMINISTRATIVE FILE

January 7, 1960

Mr. H. J. Gibbons
Executive Assistant to the General
President
International Brotherhood of Teamsters
25 Louisiana Avenue, N. W.
Washington 1, D. C.

Dear Mr. Gibbons:

On behalf of the Industrial Relations Research Association, I want you to know how much we appreciate your courtesy to the group who visited Teamsters headquarters last week. I hope you will convey our thanks to Mrs. Heffner, who was a most gracious hostess and and Mrs. Farrow, who was an excellent guide.

Very truly yours,

John D. Stewart
Executive Editor

JDS:md

Office of the General President

To: Sid Hagri

From: H. J. Gibbons

ADMINISTRATIVE FILE

Branch of National Affairs

X

X

12-13-59

DATE

NSA Daily Labor Report

Please route your Daily Labor Report so that Mr. Bertosis will see it as soon as it comes in. He will read it and immediately return it to you for your files.

H. J. Gibbons
Executive Assistant to
the General President

HJG/mr

Office of the General President

To: Mr. Gibbons

From: F. J. Bartosic

December 11, 1959

DATE

I would appreciate having routed to me daily a copy of the BNA Daily Labor Report. It will not be necessary for me to maintain a file of these in my office, but I would appreciate seeing a copy each day, which I shall try to re-route to another office promptly.

F. J. Bartosic
House Counsel

alb

Office of the General President

To: Mr. English

From: H. J. Gibbons

ADMINISTRATIVE FILE

*Bureau of National
Affairs*

X 12/1/50

DATE

This will approve registration fees of \$50.00 each for a total of \$100.00 to cover the registration of David Prevost and Bartosic to attend the BNA clinic on Title 7.

H. J. Gibbons
Executive Assistant to the
General President

a private
organization in the
nation's capital



THE BUREAU OF NATIONAL AFFAIRS, INC.
1231 24th Street, Northwest, Washington 7, D.C. • Telephone FEderal 3-6800

ADMINISTRATIVE FILE

Bureau of National
Affairs, Inc.

November 5, 1959

Mr. H. J. Gibbons
Executive Assistant to the
General President
International Brotherhood of Teamsters
25 Louisiana Avenue, N. W.
Washington 1, D. C.

Dear Mr. Gibbons:

Thanks very much for your kind cooperation in
permitting delegates to the Industrial Relations Re-
search Association and the American Economic Associa-
tion meeting in December to tour your building while
they are here.

We will make the arrangements you suggest, and
we will see to it that those members who make the
tours come in groups at times that are convenient for
you.

Kindest regards,

John D. Stewart
John D. Stewart

JDS:med

The facts you need—when you need them

INTERNATIONAL BROTHERHOOD OF TEAMSTERS
CHAUFFEURS · WAREHOUSEMEN & HELPERS
OF AMERICA

OFFICE OF
• JAMES R. HOFFA •
GENERAL PRESIDENT
25 LOUISIANA AVE., N.W.

WASHINGTON 1, D.C.



September 10, 1959

ADMINISTRATIVE FILE

*Bureau of
National Affairs*

Dear Sir:

At the recently concluded conference of Teamster Lawyers at the Graenbriar, a request was made from the floor that the Brotherhood, acting through the undersigned, make inquiry from the Bureau of National Affairs concerning the possibility of giving a reduced rate for new subscriptions to the Labor Relations Reporter if such subscriptions could be obtained on a fairly mass basis among the Teamster lawyers who were either not now taking the service or who might desire an additional set. A request was also made to see if any discount arrangement could be worked out on renewals for those who already take the service.

I have checked with the BNA officials and can report as follows:

1. In respect to renewals of existing subscriptions to the "Labor Relations Reporter", the BNA is unable to make any offer of reduced rate for the reason that these renewals vary with the expiration date of current subscriptions to the service by each individual lawyer, and those presently subscribing to the service already have obtained along with such service the printed volumes of reported cases.

2. With respect to the obtaining of new subscriptions to "Labor Relations Reporter", including the obtaining of the 44 printed and bound volumes of the Labor Relations Reference Manual, the 31 volumes of Labor Arbitration Reports, the 13 volumes of Wage and Hour Cases, and an Accumulative Index-Digest for each of these series, the BNA can make the following offer if a sufficiently large number of new subscriptions are obtained.

The normal cost to any new subscriber of BNA is \$792.00 for the first year if a 3-year subscription is taken, which includes all past volumes of the printed and bound BNA Reports, but it is to be remembered that the subscription price for the remaining two years of a three-year subscription is \$378.00 for each year. On a mass purchase basis (30 to 60 new three-year subscriptions) BNA will sell the service, including all the above-referred to bound volumes, for a cost of only \$378.00 for the first year.

The foregoing offer is the best BNA has ever made to any private group and in my opinion constitutes a real bargain. Certainly with the passage of the new Federal labor law, no attorney in the labor field can afford to be without the BNA service. I hope that a sufficient number of you lawyers respond favorably to this offer to permit the making of such offer realizable.

Please notify me at the Brotherhood Headquarters whether you wish to take advantage of the BNA offer; subscriptions can be handled through Teamsters Headquarters to take advantage of the mass subscription offer.

An early reply would be appreciated.

With kindest regards, I remain

Very truly yours

Herbert S. Thatcher
Herbert S. Thatcher
Special Counsel

HST/elb

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HST/alb

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ADMINISTRATIVE FILE

*Bureau of Nat'l
Affairs*
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January 13, 1958

Mr. Al Weiss
International Brotherhood of Teamsters
25 Louisiana Avenue
Washington, D.C.

Dear Al:

Thank you for the contracts. We'll use both the Pittsburgh May-Stern and the Appleton, Wisconsin, ones in the near future. However, unfortunately, we've run one of Philadelphia's Local 169's contracts — with American Stores— in June, and we do not use any wholesale contracts, which eliminates the Hoffman Wholesale Grocery Corporation for our purposes, but makes it fine for CBWC.

Would it also be possible to get some service (laundry, etc.) and white collar contracts in the future? Our reports in both those fields also use contracts in tax.

Many thanks, again. Maybe sometime we can return the favor.

Sincerely,

Lonnie Hackman

Lonnie Hackman
Staff Editor
BUREAU OF NATIONAL AFFAIRS, INC.

LH:lc

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